

EXHIBIT A

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

GENESIS DIGITAL HOLDCO, LLC, et al.,

Wind-Down Debtors.

Chapter 11

Case No. 23-10063 (SHL)

(Jointly Administered)

**DECLARATION OF WO WEI DONG IN SUPPORT OF *EX PARTE* MOTION
FOR AN ORDER PURSUANT TO RULE 2004 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE AUTHORIZING MOVANT TO ISSUE
SUBPOENA TO THE WIND-DOWN DEBTORS**

I, Wo Wei Dong,¹ under penalties of perjury, pursuant to 28 U.S.C. § 1746, do hereby declare:

1. I am a national and resident of the People's Republic of China ("PRC"). Because English is not my first language, I make this Declaration with the aid of a translator. If called upon to testify, I would testify as to all matters set forth in this Declaration with the aid of an interpreter.

¹ "Wo" is my surname and "Wei Dong" is my given name. In Chinese, surnames are written before given names.

2. I file this declaration in support of my Motion for an Order Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure authorizing the issuance of a subpoena to the Wind-Down Debtors relating to the amounts distributed to [REDACTED] on account of Claim No. 405 in the above-captioned proceeding.

**OVERVIEW OF THE SINGAPORE PROCEEDING
AND BENEFICIAL OWNERSHIP IN [REDACTED]**

3. In February 2024, I, together with Exchange Union Company, Shanghai Huiyin Group Co. Ltd., and Shanghai Shengyi Information Network Co., Ltd. (the “Applicants”) as claimants (*i.e.*, plaintiffs), commenced a litigation proceeding in The High Court of The Republic of Singapore under case number HC/OC 107/2024 (the “Singapore Proceeding”) seeking, among other things, damages for the large-scale misappropriation of assets beneficially belonging to me, and interim relief to prevent the further dissipation of those assets. A true and correct copy of the amended Statement of Claim in the Singapore Proceeding is attached as **Exhibit A** hereto.

4. As will be explained further below, the mentioned misappropriation was part of a larger conspiracy between my son, James Wo Quan (“James Wo”), my daughter, Wo Qi, my wife, Sin Hongmin (“Mdm Sun”), and, apparently, my employee Terence John Culver (“Culver”), to wrongfully seize control of and misappropriate assets rightfully belonging to me, including the assets of [REDACTED]. I will not here elaborate in detail on the other misappropriated assets, which are of limited relevance to the information sought relating to [REDACTED], save to state for context that these include:

- a. digital assets held across over 900 decentralised digital wallets;
- b. accounts maintained with various cryptocurrency exchanges; investments in various target companies and blockchain developmental projects; and

- c. shares in various entities which are a part of the Huiyin Group (and, relatedly, my entitlement to the underlying assets of such entities and their wholly-owned subsidiaries).

5. These wrongful actions—including, specifically, the misconduct in relation to [REDACTED] assets—were carried out without my consent or authorisation and in breach of trust.

6. Against this backdrop of the broader misappropriation, I and several companies that I own and control (*i.e.*, the Applicants) filed suit the Singapore Proceeding for the recovery of all these assets. Since, I have secured orders in the Singapore Proceeding freezing the bulk of the digital assets in dispute.

MY PERSONAL BACKGROUND AND COMPANIES

7. I am an entrepreneur that has been blessed with substantial success. After graduating from university in the PRC in 1989, I began my career in primary market equity investments, secondary market stock investments, and real estate investments, among other things. When the first ranking of wealthy people was published in the PRC in 2003, I was ranked 388th.

8. In the late 1990s and early 2000s, I established the Huiyin Group, an investment firm encompassing sectors such as medicine, information technology, modern agriculture, tourism, and digital assets. From its inception and to the present, I have remained the beneficial owner and actual controller of the Huiyin Group.

9. Over time, the Huiyin Group expanded to include (without limitation) the below-listed companies both in and out of the PRC, which were formed with my approval and pursuant to my instructions. I provided the capital for each of these companies. Although I did not personally hold the shares in all the below-listed companies, every company was either directly held by me or by various nominees that I appointed, and who agreed, to hold the relevant shares in trust for

me and on my behalf pursuant to various oral and written agreements. At all times, I personally retained sole ultimate beneficial ownership over all the entities which together comprise the Huiyin Group:

- a. Shanghai Huiyin Group Co., Ltd (“SHHYG”), a company incorporated in the PRC in 2001, the shares of which are held by me as to 90% and Mdm Sun as to 10% as my nominee. Mdm Sun assumed the 10% shareholding from my mother. At all times, consistent with Mdm Sun being my nominee, my wife injected no capital into SHHYG and took no part in the operations of the core of the Huiyin Group’s business in trading and investment in financial or digital assets.
- b. Exchange Union Company (“EUC”), a company incorporated in the Cayman Islands in 2017, the shares in which are 100% owned by SHHYG, and hence, of which I am the sole beneficial owner.
- c. Shanghai Shengyi Information Network Co., Ltd (“SHSY”), a company incorporated in the PRC in 2015, the shares in which are 97.18% owned by Sun Rui and 2.82% owned by Sun Li Qun, both as my nominees and held on trust for the Huiyin Group (and ultimately, me).
- d. [REDACTED] a company incorporated in the Cayman Islands in 2018, the shares of were registered in the name of Mdm Sun as my nominee and held in trust for me, and of which I am the sole beneficial owner.
- e. Smart River Investments Limited (“SRIL”), a company incorporated in the British Virgin Islands (“BVI”) and acquired by me in 2009, the shares of which

were similarly registered in the name of Mdm Sun as my nominee and held in trust for me, and of which I am the sole beneficial owner.

10. To be clear, I provided the capital for each and all of the companies comprising the Huiyin Group, and thus am the beneficial owner of both the companies and their assets.

11. Rather than personally holding shares or directorship in [REDACTED] or SRIL, I entrusted the shareholding and positions to Mdm Sun as my nominee. Because my wife's position was simply that of a nominee, she has never taken any active part in the business of the Huiyin Group, [REDACTED], or SRIL beyond assisting with minor administrative tasks. On the contrary, my wife and I had an express, unambiguous verbal agreement that she would hold the shares in [REDACTED] and SRIL in trust for me and on my behalf and to act as director in accordance with my instructions and for my benefit.

MY DIGITAL ASSETS BUSINESS AND INVESTMENTS

12. I will briefly explain my digital asset holdings, which originally began as investments that I made using my personal wealth, and which gradually evolved such that these investments and corresponding assets were held by or through the Huiyin Group (and its subsequent iterations), for and on my behalf.

13. In or around 2014, I started to invest my personal resources in what was at the time a novel asset class—cryptocurrency—including buying large quantities of Bitcoin (“BTC”) tokens. I experienced considerable success.

14. As my digital asset holdings grew substantially, it became difficult to manage them entirely on my own. As such, around 2016, I decided to form a team of employees within the various entities of the Huiyin Group to help with the day-to-day operation, administration, and

trading of my digital assets, and to delegate the management of my personal digital assets as part of the Huiyin Group's business. To this end, among other things:

- a. In 2016, I established a USD 20 million blockchain venture fund as part of the Huiyin Group, targeted at digital assets investments (the "**Huiyin Blockchain Venture**").
- b. I arranged for capital injections of USD10.25 million and Renminbi ("**RMB**") 22 million into SRIL and Mdm Sun's Credit Suisse accounts in 2016 and 2017 respectively, the latter with instructions for the amount to be transferred to SRIL. As mentioned above, SRIL is part of the Huiyin Group and had originally been utilized for the Huiyin Group's offshore equity and gold investments. With these 2016 and 2017 capital injections, SRIL was repurposed for the Huiyin Group's blockchain investments.
- c. From December 2016 to January 2017, I directed my employees to purchase 4,000 physical BTC tokens for RMB 27.3 million.
- d. In May 2017, I issued Huiyin Group-wide announcements declaring that digital assets would be the Huiyin Group's main business platform.

15. Even though I professionalized the administration of my personal digital asset investments by incorporating them into a new business of the Huiyin Group, I continued to make all management and investment decisions. These decisions included how assets should be deployed or invested, what investment projects should be pursued, and how the companies involved in the administration and operation of the Huiyin Group's business should be operated and run. I would convey my instructions either formally through Group-wide announcements to

all employees, informally via text messages to the various employees or, alternatively, orally at meetings of the Huiyin Group's management.

16. Under my direction, the Huiyin Group conducted various forms of investments, including the following of relevance to the present application:

- a. Digital asset investments in the primary market, the initial market for new cryptocurrencies where we invested via private offering rounds and/or initial coin offerings;
- b. Digital asset trades in the secondary market involving cryptocurrencies which had already been made publicly available; and
- c. Non-digital asset investments in various digital and blockchain related securities companies and businesses.

17. [REDACTED] and SRIL are among the companies which served as investment vehicles to hold the Huiyin Group's non-PRC investment entitlements and proceeds arising out of the above activities. As [REDACTED] and SRIL were intended to be and operated as investment vehicles, I would generally only instruct for funds to be transferred to such vehicles from various entities under the Huiyin Group when a particular investment or project had been identified; the funds so transferred would thereafter be utilized immediately for the transaction or acquisition.

18. Over time, the Huiyin Group's cryptocurrency and blockchain-related digital asset holdings and investment business was rebranded into what was first known as the "[REDACTED] Platform" and subsequently, the "Shengyi Platform", although at all times the assets continued to be managed and operated at my overall instruction as beneficial owner. Indeed, the [REDACTED] and Shengyi Platforms continued to operate as part of the overarching Huiyin Group under my control, including the staff of the said Platforms being subject to overall appraisal according to the Huiyin Group's internal

processes (and my overall appraisal), and the Platforms being bound by Group-wide pronouncements as I would from time-to-time issue. As such, my subsequent declarations as regards Huiyin Group should be understood as encompassing the [REDACTED] and Shengyi Platforms.

19. Distinct from the digital assets held through [REDACTED] and SRIL, I continued to invest in digital assets through various decentralised wallets as well as accounts held with cryptocurrency exchanges such as Binance, Gate.io, Kraken, and OKX.

20. I controlled these wallets and accounts through my employees. Initially, I nominated individuals or Huiyin Group companies to operate these wallets and accounts on an informal basis without any particularized written agreements, but, following an incident of theft in November 2021 (the “Nov 21 Theft”), I executed Authorisation to Operate Agreements (as updated and renewed where applicable) with eight authorised employees that assisted me with the operation and administration of these digital assets.

21. My daughter, Wo Qi, began to work for me in July 2021 shortly after graduating from college. Partly in response to the Nov 21 Theft, I felt it was important to put the immediate control of these assets in the hands of someone I could completely trust, and I completely trusted Wo Qi because she was my daughter. Therefore, I felt it was safer to delegate responsibility for the control over many of these wallets and accounts to her.

22. Following the appointment of Wo Qi as my nominee in control of various wallets and accounts, I instructed two of the individuals subject to Authorisation to Operate Agreements to hand over to Wo Qi all necessary means and credentials to access and operate my digital wallets, which included usernames, passwords, Google codes, Application Programming Interface (“API”) keys, email addresses and passwords, and all other necessary information required to carry out cryptocurrency token transfers. In addition, I instructed a full handover of control and operation of

bank accounts, relevant information and documents as well as all financial records to Wo Qi, in order to assist me with management of assets or finance of the various companies that I beneficially owned. Because of the absolute trust I placed in her, I did not require her to sign an Authorisation to Operate Agreement expressly recognizing my control over these assets.

23. For over two years, Wo Qi faithfully executed my instructions as to the digital assets in her care.

THE INITIAL DISCOVERY OF MISAPPROPRIATION

24. As mentioned at the outset, there was a concerted and coordinated effort by my wife, my two children, and/or Mr Culver, to misappropriate the property that I had delegated to their control as employees of my companies.

25. Sometime in the early hours of 5 December 2023, I instructed my daughter to make certain transfers to certain accounts held by EUC with certain cryptocurrency exchanges. These accounts were registered to EUC and controlled and managed (at my instruction) by my daughter at the time. Specifically, I instructed the transfer of: (i) 3.85 million USDC to a Binance Account; (ii) 1 million USDC to a Gate.io Account; and (iii) 1 million USDC to the OKX Account.

26. My employees discovered that only some of the transfers had been executed according to my instructions. Specifically, one of my employees, a Mr. Lu, reported to me that 3.85 million USDC had been received in the Binance Account and 1 million USDC had been received in the OKX Account. However, the 1 million USDC which were supposed to have been transferred by the 1st Defendant into the Gate.io Account was never received. Initially, I suspected another theft in the manner of the Nov 21 Theft, and I instructed my employees to investigate accordingly.

27. Upon investigation, I discovered that the API keys associated with the intended sender wallets had been deleted. To make matters worse, as I later found out from the transaction IP logs, my daughter also executed unauthorised log-ins to the exchange accounts of EUC, and, around the same time, transferred out broad swathes of digital assets without my consent.

28. In conjunction with the misappropriated digital assets, and in quick succession, my daughter, wife, and/or son also:

- a. unilaterally deleted all Telegram chats between them, my Huiyin Group employees, and me (through which I had given instructions and received reports as to the dealing and trade in the digital assets), as well as my private Telegram chat with my daughter, all by 11 December 2023;
- b. gained unauthorised access to the email account of one Ms Chen, a Huiyin Group employee who served as the authorised contact person for (*inter alia*) [REDACTED] and SRIL vis-à-vis its corporate service providers, and instructed a change in the contact person to my daughter and wife instead. To-date, I have not been able to restore this change;
- c. issued “formal warnings” against various of my Huiyin Group employees as regards (unspecified) “inappropriate behaviour [they] may take or have taken” and revoked their authority; and
- d. stopped responding to my instructions and reporting to me regarding the Huiyin Group assets entrusted to them, and, apparently, also procured the cooperation of Mr Culver.

29. As set forth in the Statement of Claim in the Singapore Proceeding, the dissipation of assets held for my benefit included those held through [REDACTED], including in particular, proceeds

of distribution by Genesis Global Capital LLC and/or its affiliates (“Genesis”) on a receivables claim held in the name of the [REDACTED] (the 3rd Defendant in the Singapore Proceeding), which comprised approximately 6.3 million DOT tokens worth an estimated USD 41.79 million (as of 31 December 2024) (the “Genesis Proceeds”).

30. I provided [REDACTED] with the funds that formed the basis of its Claim No. 405 and receipt of the Genesis Proceeds. Specifically, I caused a transfer to [REDACTED] and instructed Terry Culver at [REDACTED] to enter into the fixed term loan agreement to loan 7,000,000 DOT to Genesis Global Capital, LLC (“GGC”). Pursuant to my instructions, Mr. Culver signed the relevant loan agreement on behalf of [REDACTED]. The Genesis Proceeds constitute amounts remaining to be paid by GGC following its repayment of 1,000,000 DOT in November 2022.

I HAD NO OPTION BUT TO FILE THE SINGAPORE PROCEEDING

31. Given the context described above, I (along with the other Applicants) was compelled in February 2024 to commence the Singapore Proceeding, where I believed my wife and daughter were resident at the time.

32. Ancillary to the Singapore Proceeding, I and the other claimants also sought an interim proprietary injunction that issued on 29 February 2024. That interim injunction, amongst other things:

- a. Restrained my wife, daughter, [REDACTED], and SRIL from dealing with, disposing of, or diminishing the value of specified digital assets, which included the Centrifuge transferred out of the OKX Account.
- b. Restrained my wife, daughter, [REDACTED], and Persons Unknown from dealing with, disposing of, or diminishing the value of the same specified digital assets.

33. Subsequently, on 20 May 2024, my daughter, wife, [REDACTED], SRIL, and W3 BVI, being the 1st to 4th and 9th Defendants in the Singapore Proceeding, entered appearances in the Singapore Proceeding and filed a pleading in which they claimed that all the relevant digital wallets and underlying assets constituting the subject matter of the Singapore Proceeding belonged to my wife and were managed and controlled solely on her behalf. As already mentioned, this assertion is false and contradicted by the available evidence. My son and the companies for which he is the nominee shareholder have been served with legal process noticing them of the Singapore Proceeding, but they have not entered any appearance in Singapore.

34. On 30 August and 16 October 2024, the Singapore court held an *inter partes* hearing to determine whether the initial temporary proprietary injunction should be maintained pending the final judgment on the merits in Singapore Proceeding. My wife and daughter opposed the maintenance and continuation of the injunction.

35. The Singapore court maintained the proprietary injunction over Defendants' objection. Moreover, to give "teeth" to the injunction order, the Singapore court ordered my wife, daughter, SRIL, and [REDACTED], amongst others, to additionally disclose the whereabouts of the bulk of the digital assets in dispute. Accordingly, the Singapore court was persuaded that, for the purpose of sustaining the injunction and on an interim basis, there was sufficient evidence to substantiate Applicants' case that I was the beneficial owner of the assets sought to be preserved. A true and correct copy of the Singapore court's disclosure order is attached as **Exhibit B** hereto.

36. However, the commencement of the Singapore Proceeding appears to have only caused my wife and two children to double down on their misconduct. To compound the situation and further speak to their bad faith, recent events and discoveries point to there being a real risk of dissipation as to all the stolen assets:

- a. My daughter has repeatedly breached the Singapore court's injunction orders freezing the digital assets by transferring or permitting to be transferred enjoined tokens.
- b. Specifically, as recently as October 2024, the Singapore Court had granted a fresh injunction order against my daughter, wife, [REDACTED], and SRIL prohibiting the disposal of various digital assets worth about USD 140 million (as of 19 February 2024). In aid of that injunction, the Singapore Court had also ordered them to disclose the whereabouts of the digital assets under their control that were subject to the injunction within 28 days, *i.e.*, by 13 November 2024. *See* Exhibit B.
- c. They have failed to provide sufficient disclosure, breaching the disclosure order issued by the Singapore court. Instead, on the due date for compliance of 13 November 2024, they sought to avoid such disclosure by filing frivolous, eleventh-hour applications designed to delay the execution of the disclosure order—although no stay of execution of the relevant order for disclosure has been granted thus far.
- d. Consistent with such conduct, my daughter has also given false information to the Singapore court under affirmation, disclaiming receipt of certain assets from me and disclaiming her control over certain decentralised wallets which formed part of the chain of dissipation of the digital assets.
- e. It was also recently discovered that my daughter has been untruthful with the Singapore court as regards her present whereabouts, stating that she was residing in a particular address in Singapore up to November 2024, when in fact my wife and daughter had both vacated the residence at that address.

- f. My son initially refused to participate in the Singapore Proceeding. Counsel for my son only appeared in May 2025.

**MY WIFE, DAUGHTER, AND SON CONTINUE TO REFUSE
TO ACCOUNT FOR THE MISAPPROPRIATED ASSETS**

37. To-date, my wife and two children have refused my numerous demands to return and account for the assets they transferred, and they have also refused to return control of various accounts and management rights of companies I beneficially own. They have effectively ceased communication.

38. Instead, they have sought to deny that they originally held all the assets under dispute in the Singapore Proceeding (including the shares in [REDACTED] and SRIL) in trust for me and have asserted that my wife has always been the ultimate beneficial owner. Without any disrespect to my wife, this is simply not true. My wife spent many years as a housewife raising our children, with no active involvement in the Huiyin Group and/or the [REDACTED] Platform save for being my nominee in certain companies (including [REDACTED] and SRIL). The only aspect of the Huiyin Group's business in which my wife took active part in was the Chinese fine art and auction business, a self-contained artwork department known as the "Jinghua Department", which was set up in 2012 for my wife to pursue a personal interest.

39. Furthermore, on June 3, 2025, I received notice that my wife had filed a lawsuit in Shanghai for divorce. Presumably, she will seek a division of the marital estate, which will include many of the assets in dispute in the Singapore Proceeding.

PURPOSE OF THE MOTION

As the above facts make clear, the regrettable circumstance I find myself in is that my son, daughter, and wife have exploited the trust that I placed in them by nominating them to positions

of control over my and the Huiyin Group's assets, and they have cut me off from all control and visibility over the assets. They continue to dissipate the assets I earned over a lifetime of investment even whilst I struggle to obtain the information, records, communications and documents which I require to vindicate my rights and prove my case as against them, as well as to investigate the full extent of their wrongdoing and dissipation. My wife's divorce proceeding, her and my daughter's recent conduct in the Singapore Proceeding, and my son's refusal to participate in those proceedings until recently, as highlighted above, have exacerbated my concern as to the status of the assets I beneficially own and are held in trust for me, including the receivables of [REDACTED] as reflected in the claim filed in the above-captioned proceeding.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 10 July 2025, in Shanghai, China.

Wo Wei Dong

Wo Wei Dong

EXHIBIT A

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Case No.: HC/OC 107/2024

Sub Case No.: HC/SUM 700/2025

Doc No.: HC/ORC 2188/2025

Filed: 15-April-2025 02:27 PM



Between

1. EXCHANGE UNION COMPANY
(Cayman Islands Registration No. 325282)
2. SHANGHAI HUIYIN GROUP CO. LTD
(China Registration No. 310000000081559)
3. SHANGHAI SHENGYI INFORMATION NETWORK CO.,
LTD
(China Registration No. 91310230342255548L)
4. WO WEI DONG
(China Passport No. EJ420888)

...Claimant(s)

And

1. WO QI
(China Passport No. E61431735)
2. SUN HONGMIN
(China Passport No. ED9443725)
3. DIGITAL FINANCE GROUP COMPANY
(Cayman Islands Registration No. SI-338982)
4. SMART RIVER INVESTMENTS LIMITED
(British Virgin Islands Registration No. 1528647)
5. GATE GROUP
(ID Unknown)
6. PAYWARD VENTURES, INC.
(ID Unknown)
7. NEST SERVICES LIMITED
(Seychelles Registration No. 238045)
8. PERSONS UNKNOWN
(ID Unknown)
9. W3 CAP HOLDING CO., LTD
(British Virgin Islands Registration No. 2083355)
10. CREATE FORTUNE PTE. LTD.
(Singapore UEN No. 201736156E)
11. JUMBO ACCESS INVESTMENTS LIMITED
(British Virgin Islands Registration No. 1959900)
12. WO QUAN
(China Passport No. EG5308553)

...Defendant(s)



ORDER OF COURT

Case No: HC/OC 107/2024
SubCase No: HC/SUM 700/2025
Before: The learned Assistant Registrar Chong Ee Hsiun
Venue: Supreme Court, in Chamber 2-8
Hearing date/Time: 14-April-2025, 2:30pm

The Court made the following orders in the above application:

1. The Claimants are granted permission to amend their Statement of Claim (Amendment No. 1) dated 16 July 2024 in the manner shown in the draft amended Statement of Claim (Amendment No. 2) annexed hereto, save that:
 - (a) at Annex E, (internal) page 175, the name of the 2nd Defendant should be "Sun Hongmin" instead of "Sun Hong Ming"; and
 - (b) at Annex E, (internal) page 175, the 3rd Defendant should be "Digital Finance Group Company" instead of "Exchange Union Company".
2. The Claimants are to file their Statement of Claim (Amendment No. 2) by 16 April 2025, 4pm.
3. The 1st to 4th and 9th Defendants are to file their Defence (Amendment No. 2) by 14 May 2025, 4pm.
4. The costs of and occasioned by HC/SUM 700/2025 be the 1st to 4th and 9th Defendants' costs in the cause.
5. The Claimants and the 1st to 4th and 9th Defendants shall endeavour to agree on the 1st to 4th and 9th Defendants' consequential costs after paragraph 3 has been complied with, and if they are not able to agree, they are to file their respective written submissions on the issue of consequential costs (which shall be limited to 3 pages), by 4 June 2025, 4pm.

Date of Order 14 April 2025

Notes:

1. The person or entity served with this judgment/order and who/which has been ordered to pay money, to do or not to do any act must comply immediately or within the time specified in the judgment/order, if any.
2. Failure to comply may result in enforcement of judgment/order proceedings, including contempt of Court proceedings, against the said person or entity.

1 Name of Document: Draft amended Statement of Claim (Amendment No. 2)
Annex:





<https://www.courtorders.gov.sg>
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Portal verifies:

(a) that it was issued by the Courts of the Republic of
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filed with the Courts in relation to an application for a Grant
of Probate/Letter of Administration; and (b) the text of the
document was issued on 14 Apr 2025

A handwritten signature in black ink, appearing to be 'Jill Tan', located in the upper right quadrant of the page.

HC/OC107/2024-HC/SUM700/2025-HC/ORC2188/2025-HC/OC107/2024-HC/SUM700/2025

JILL TAN
REGISTRAR
SUPREME COURT
SINGAPORE



Statement of Claim (Amendment No. ~~12~~): 6 May ~~16 July 2024~~ [•] 2025

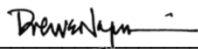
IN THE GENERAL DIVISION
OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OC107/2024

Between

Amended as deleted and underlined in black pursuant to by order of Court made on 16 July 2024

Dated this 16th day of July 2024



Solicitors For the 1st to 4th Claimants
Drew & Napier LLC

1. **EXCHANGE UNION COMPANY** (Cayman Islands Company Registration No.325282)
2. **SHANGHAI HUIYIN GROUP CO. LTD** (People's Republic of China Company Registration No. 310000000081559)
3. **SHANGHAI SHENGYI INFORMATION NETWORK CO., LTD** (People's Republic of China Company Registration No. 91310230342255548L)
4. **WO WEI DONG** (People's Republic of China Passport No. EJ4208888)

...Claimants

And

Amended as deleted and underlined in red pursuant to order of Court made on [•]

Dated this [•] of [•] 2025

Solicitors for the 1st to 4th Claimants
Setia Law LLC

1. **WO QI** (People's Republic of China Passport No. E61431735)
2. **SUN HONGMIN** (People's Republic of China Passport No. ED9443725)
3. **DIGITAL FINANCE GROUP COMPANY** (Cayman Islands Company Registration No. SI-338982)
4. **SMART RIVER INVESTMENTS LIMITED** (British Virgin Islands Company Registration No. 1528647)
5. **GATE GROUP** (Identification No. Unknown)
6. **PAYWARD VENTURES, INC.** (Identification No. Unknown)
7. **~~BINANCE HOLDINGS LTD. NEST SERVICES LIMITED~~** (~~Identification No. Unknown~~ Seychelles Registration No. 238045)
8. **PERSONS UNKNOWN**
9. **W3 CAP HOLDING CO., LTD** (British Virgin Islands Company Registration No. 2083355)
10. **CREATE FORTUNE PTE. LTD.** (Singapore UEN No. 201736156E)
11. **JUMBO ACCESS INVESTMENTS LIMITED** (British Virgin Islands Company Number 1959900)
12. **WO QUAN** (People's Republic of China Passport No. EG5308553)

...Defendants

STATEMENT OF CLAIM (AMENDMENT NO. ~~12~~)

Statement of Claim (Amendment No. 12): 6 May 16 July 2024[*] 2025

I. THE PARTIES INTRODUCTION

1. The 4th Claimant, Mr Wo Wei Dong, is a Chinese national. He owns and operates a group of companies within the People's Republic of China ("**PRC**") and outside the PRC involved in the trading of various financial assets, including conventional assets and novel forms of digital assets such as cryptocurrencies and non-fungible tokens ("**NFTs**"). These companies include the 1st to 3rd Claimants and the 3rd, 4th and 9th to 11th Defendants (the 3rd, 4th and 9th to 11th Defendants being collectively referred to as the "**Foreign Companies**"). The 4th Claimant has, at all material times, been the ultimate beneficial owner of the 1st to 3rd Claimants and the Foreign Companies (and their direct and indirect subsidiaries and underlying assets).

2. The 4th Claimant is also the sole originator and/or contributor of the funds and/or means used to acquire a substantial number of "**Digital Assets**" comprised of: (a) digital assets (~~"Digital Assets"~~) (the "**Listed Tokens**") held in various ~~cryptocurrency-digital~~ wallets including digital wallets on various cryptocurrency exchanges (comprising (i) wallets entrusted to the 1st Defendant on the 4th Claimant's instructions and authorisation (the "**Entrusted Digital Wallets**", as listed in **Annex A**), or (ii) wallets that had been newly-created by the 1st Defendant on the 4th Claimant's instructions and authorisation to receive then-newly listed tokens from primary market investments (respectively, the "**New Digital Wallets**" and the "**Newly Listed Tokens**"); and (b) digital assets, shares, or the entitlement(s) to such assets by way of returns on the 4th Claimant's investments into various primary market cryptocurrency projects (the "**Project Investments**"). The Listed Tokens are set out in Table 1 of **Annex C**. The Project Investments are

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set out in Tables 2 and 3 of **Annex C**.

2A. Similarly, the 4th Claimant is also the sole originator and/or contributor of the funds and/or means used to acquire various fiat currency, assets held in securities and other trading accounts, shares in various companies (including the Foreign Companies and their subsidiaries) and underlying assets held through them or in their names (known as the “**Non-Digital Assets**”). The Non-Digital Assets which are the subject-matter of these proceedings are listed at **Annex E** hereto. The 4th Claimant was at all material times and is the sole ultimate beneficial owner of both the Digital Assets and the Non-Digital Assets, collectively known as the “**Assets**”. Further, in respect of the business and affairs of the Foreign Companies and their subsidiaries comprised in the Non-Digital Assets, at all material times since their incorporation and/or acquisition, all decisions (whether as to management, investments, or operations) were at all material times made by or with the approval and/or mandate of the 4th Claimant, by the 4th Claimant himself, or through his proxies or agents on the 4th Claimant's instructions.

3. The 1st to 3rd Claimants and 3rd, ~~and 4th~~ and 9th to 11th Defendants, along with other companies and businesses, had been beneficially owned and controlled by the 4th Claimant to, among other things, assist him to hold, administer and/or operate his vast amounts of ~~Digital~~ Assets. The 4th Claimant would typically appoint and had appointed persons and companies from his group of companies and businesses, including the 1st to 3rd Claimants, and the 3rd, ~~and 4th~~, 9th to 11th Defendants to act as his agents and trustees in holding, administering and operating his ~~Digital~~ Assets ~~including those held in the Entrusted Digital Wallets~~.

3A. The Claimants contend that after the 4th Claimant had rejected the 2nd

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Defendant's request for him to divide half of the ownership and control of the Assets belonging beneficially to him with the 1st and 12th Defendants (who are the 2nd Defendant and 4th Claimant's children), the 1st, 2nd and 12th Defendants (as his immediate family members) took advantage of the trust reposed by the 4th Claimant in them, and the access granted to them vis-a-vis the Assets, to wrongfully seize control of such Assets (including the Foreign Companies, their underlying assets, and the Digital Assets) in order to seek to usurp the 4th Claimant's ultimate beneficial ownership thereover. Such wrongful seizure was pursuant to a conspiracy between two or more of the 1st to 4th and 8th to 12th Defendants, perpetrated at least from December 2023 onwards, in which these Defendants through concerted and coordinated measures, sought to additionally deny the 4th Claimant's ultimate rights and/or entitlements to the Assets, refused to account for the Assets, and/or dissipated the Assets, in the manner summarily set out below and further detailed in the ensuing sections based on investigations which remain ongoing:-

- (a) in respect of the Digital Assets, the 1st Defendant and/or the 2nd Defendant, together with the 12th Defendant and/or the 3rd, 4th, 9th to 11th Defendants nominally held by them for the 4th Claimant and acting through the 2nd and/or 12th Defendants, in breach of trust and/or fiduciary duties, seized control of the Digital Assets, refused to adhere to the 4th Claimant's directions and/or to account to him in respect of these Assets, and thereafter caused and/or facilitated the dissipation of all or part of the Digital Assets, into various cryptocurrency wallets owned and/or controlled by one or more of them and/or persons yet unknown across at least three levels of dissipation (the "Impugned

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Wallets”) by way of unauthorised transfers, through amongst others:

- (i) the deletion of API and private keys to cause the Claimants to lose access to the Digital Assets;
- (ii) the refusal to return access to, return, and/or account for the Digital Assets to the Claimants, such that they lost virtually all information regarding, access to, oversight and/or control over, the same;
- (iii) the unilateral deletion of chat records which demonstrated that the Digital Assets had historically been dealt with at the 4th Claimant’s instructions and/or mandate, and/or had been under his ultimate control and/or ownership;
- (iv) subsequent surreptitious dissipations by way of various unauthorised transfers of Digital Assets from digital wallets which had been entrusted to the 1st Defendant (i.e. the Entrusted Wallets), to various other exchange-associated Impugned Wallets which were outside the control of the Claimants, and/or other unknown wallets (a significant number of which have since been ascertained to be owned and/or controlled by the 12th Defendant); and/or
- (v) amidst the above wrongful seizure and surreptitious dissipation to persons unknown, the concerted denial by the 1st, 2nd, 3rd, 4th, and 12th Defendants of the 4th Claimant’s ultimate beneficial ownership of the Digital Assets, including in particular by way of false assertions that they were beneficially owned by the 2nd Defendant

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despite her having not contributed any funding to, and never having dealt with or managed, the Digital Assets. Such conduct was designed by the 1st, 2nd, 3rd, 4th and/or 12th Defendants, to facilitate the continued wrongful dissipation and/or to delay the unravelling by the Claimants of what had become of the Digital Assets, in particular the fact that a large part of these Digital Assets to the tune of about at least USD 66 million¹ had been dissipated to or through the 12th Defendant;

- (b) in respect of the Non-Digital Assets, the 1st, 2nd and/or 12th Defendants and/or the Foreign Companies nominally held by them for the 4th Claimant and acting through them, have in breach of trust and/or fiduciary duties: (i) refused to recognize and/or denied the 4th Claimant's ultimate beneficial ownership of the Foreign Companies (and/or their and their subsidiaries' underlying assets) and the 10% Share in 2C (as defined at paragraph 8 below); and (ii) excluded or prevented the 4th Claimant from exercising his full rights and/or entitlements arising from his ultimate beneficial interests in the Foreign Companies (and/or to their and/or their subsidiaries' underlying assets), including the right to manage, keep oversight and control of the underlying assets, investments, and operations of the Foreign Companies and their subsidiaries, and/or to instruct their respective officers to implement his decisions, instructions, and/or mandate.

¹ Estimated market value as of 19 February 2024.

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including by way of, amongst others:

- (i) the 1st, 2nd and 12th Defendants, and through the 3rd, 4th, and 9th to 11th Defendants refused to carry out the 4th Claimant's instructions;
- (ii) the unauthorised exercise of the 2nd and 12th Defendants' powers as nominee directors and sole shareholders of the Foreign Companies to procure various changes to the persons authorised to instruct the corporate secretarial service providers in respect of these Foreign Companies (and their subsidiaries), effecting unauthorised changes to the directors of the Foreign Companies' subsidiaries, their financial officers, the operators of their bank accounts and their website domain operation rights, as well as procuring another nominee of the 4th Claimant, Mr Culver (as defined below), to no longer adhere to his instructions, such that the Claimants ceased to have access and/or control over the Foreign Companies (and their subsidiaries and underlying assets);
- (iii) the refusal to account to, the 4th Claimant for the shares in, the underlying assets held through or in the names of, and/or control over, the Foreign Companies (and their subsidiaries);
- (iv) the unilateral deletion of chat records which demonstrated that the Non-Digital Assets had historically been dealt with at the 4th Claimant's instructions and/or mandate, and/or were under the 4th Claimant's ultimate control and/or ownership;
- (v) the concerted denial of the 4th Claimant's ultimate beneficial

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ownership of the Foreign Companies (and their subsidiaries and underlying assets), including in particular by way of false assertions on the part of the 1st, 2nd and 12th Defendants that the Foreign Companies (and their subsidiaries) and the underlying Non-Digital Assets were beneficially owned by the 2nd Defendant and not the 4th Claimant, despite the 2nd Defendant having not contributed any funding to, and never having dealt with or managed, the same; and/or

(vi) amidst such wrongful seizure, and pending continuing investigations, the dissipation of all or part of the Non-Digital Assets to persons yet unknown, including in particular, proceeds of distribution by Genesis Global Capital LLC and/or its affiliates (“Genesis”) on a receivables claim held in the name of the 3rd Defendant, with such proceeds of distribution comprising approximately 6.3 million DOT tokens worth an estimated USD 41.79 million (as of 31 December 2024) (the “Genesis Proceeds”).

Pending continuing investigations and discovery, and by reason of the wrongful destruction and/or retention of relevant documents by the 1st, 2nd, and/or 12th Defendants, the particulars set out in this Statement of Claim are the best particulars that the Claimants are able to provide at this juncture. The Claimants thus reserve the right to augment the pleadings as may be necessary at the appropriate juncture.

II. THE PARTIES

4. The 1st Claimant, Exchange Union Company, is a limited liability company incorporated in the Cayman Islands and has its registered address at Sertus Incorporations (Cayman) Limited, Sertus Chambers, Governors Square Suite 5-204, 23 Lime Tree Bay Avenue, the Cayman Islands. The 1st Claimant is the registered owner of accounts with the cryptocurrency exchanges “Binance” (User ID: 362024442) (the “**Binance Account**”), “OKX” (User ID: 25416156282843136) (the “**OKX Account**”) and “Gate.io” (User ID: 9123501) (the “**Gate.io Account**”), in which some of the Digital Assets were held.

5. The 2nd Claimant, Shanghai Huiyin (Group) Co Ltd, is incorporated in the PRC and wholly owns the 1st Claimant. The 2nd Claimant’s registered address is at 686 Wanhangu Road, Shanghai. The 4th Claimant legally holds 90% of the shares in the 2nd Claimant. The 2nd Defendant holds the remaining 10% of the shares in the 2nd Claimant on trust for the 4th Claimant as his nominee.

6. The 3rd Claimant, Shanghai Shengyi Information Network Co., Ltd, is a company incorporated in the PRC and has its registered address at Room 111, Block B, Building 6, No. 2, Guanshan Road, Chengqiao Town, Chongming District, Shanghai (Shanghai Chongming Industrial Park).

7. The 1st Defendant, Ms Wo Qi, is the 4th Claimant’s daughter. She graduated from Barnard college, Columbia University, New York USA, with bachelor’s degrees in economics and Asian and Middle Eastern Cultures in May 2020. From in or around July 2021, the 1st Defendant was appointed by the 4th Claimant to work in and/or with the 4th Claimant’s various companies and business including the 1st to 3rd Claimants and the Foreign Companies. In such capacity:-

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(a) From in or around October 2021, after the 1st Defendant first joining the Huiyin Group in July 2021 (as defined at paragraph 18 below), the 4th Claimant (acting for himself and the other Claimants) first delegated to the 1st Defendant access to and control over the Non-Digital Assets which were in the form of fiat assets held by, through and/or in the names of the Foreign Companies and/or their subsidiaries, as well as those comprised in the 2nd and 12th Defendants' bank accounts and accounts with exchanges to hold and manage on trust for and/or at the instruction and/or mandate of the 4th Claimant.

(b) From in or around November 2021, the 1st Defendant was also appointed by the 4th Claimant (acting for himself and the other Claimants) to operate and administer his Digital Assets in private wallets and exchange accounts, which were ultimately held on trust for him.

7A. Consequently, the 1st Defendant was entrusted by the 4th Claimant to act as, and acted as, *de facto* treasurer of the Assets, in that she was charged with responsibility to safekeep such Assets and to deal with them for various investment, trading, or other purposes as instructed and/or authorised by the 4th Claimant. To this end, at all material times, the 1st Defendant owed the Claimants fiduciary duties (including duty to act in the Claimants' best interests and duties of good faith and loyalty), and/or the duty to act solely upon the instructions and/or authorisation of the 4th Claimant.

8. The 2nd Defendant, Mdm Sun Hongmin, is the 4th Claimant's wife and was at all material times an employee of the Huiyin Group (as defined at paragraph 18

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below). While sShe has, at all material times, been an employee of the Huiyin Group, she only oversaw the Huiyin Group's fine arts distribution and auctioneering business, Jinghua Art Gallery, and apart from that, served as a nominee shareholder and director (in a manner similar to other Huiyin Group employees who had also been nominated by the 4th Claimant to act as nominee shareholder and director) in some of the Huiyin Group's subsidiaries which were ultimately beneficially owned by the 4th Claimant's companies, including the 3rd, 4th, and 9th Defendants~~the Foreign Companies~~. She held and holds all the shares in the 3rd, 4th, and 9th Defendants~~the Foreign Companies~~, a 10% shareholding in the 2nd Claimant ("10% Share in 2C") and some of the Digital Assets, on trust for the 4th Claimant. Save as to the above, the 2nd Defendant did not at any point oversee, manage, involve herself in, and/or provide funding from monies beneficially belonging to her for, the business and/or affairs of the 3rd, 4th, 9th Defendants (and their subsidiaries and/or underlying assets). Nor did she provide any consideration for the 10% Share in 2C.

9. The 3rd Defendant, Digital Finance Group Company, is a Cayman Islands Company incorporated on 21 June 2018. Its registered address is at Sinclair Corporate Services Ltd, P.O. Box 498 3rd Floor Genesis Building, Genesis Close, Grand Cayman KY1-1106. As explained at paragraphs 1 and 8 above, the 4th Claimant is the ultimate beneficial owner of the 3rd Defendant (and its underlying assets) and the 2nd Defendant holds all the shares in the 3rd Defendant (and/or all rights and/or entitlements to its underlying assets) on trust for the 4th Claimant.

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10. The 4th Defendant, Smart River Investments Limited, is a company incorporated in the British Virgin Islands and has its registered address at Vistra Corporate Services Centre, Wickams Cay II, Road Town, Tortola, VG1110, British Virgin Islands. The 4th Defendant is the sole registered shareholder of Silvery Capital Holding Company, which in turn is the sole registered shareholder of Matrix Limited, both companies incorporated in Abu Dhabi (“Silvery Capital” and “Matrix”). As explained at paragraphs 1 and 8 above, the 4th Claimant is the ultimate beneficial owner of the 4th Defendant (and its direct and indirect subsidiaries and their underlying assets) and the 2nd Defendant holds all the shares in the 4th Defendant (and/or all rights and/or entitlements to its and/or its direct and indirect subsidiaries' and their underlying assets) on trust for the 4th Claimant. The 4th Defendant is also the registered owner of an account with the cryptocurrency exchange known as “Kraken”, operated by the 6th Defendant, which has been used to hold some of the Digital Assets.

~~11. The Claimants contend that the 1st Defendant and/or the 2nd Defendant have, wrongfully and in breach of trust, taken control of the Digital Assets and made unauthorised transfers of the Digital Assets (the “Stolen Digital Assets”) into various cryptocurrency wallets (“Impugned Wallets”).~~

12. The 5th to 7th Defendants are entities which own cryptocurrency exchanges that host some of the Impugned Wallets which the Stolen Digital Assets have presently been traced to:

(A) S/No.	(B) Cryptocurrency Exchange	(C) Owner/ Operator
12.1	Gate.io	5 th Defendant Gate Group

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12.2	Kraken	6 th Defendant <i>Payward Ventures, Inc.</i>
12.3	Binance	7 th Defendant <i>Nest Services Limited</i>

13. The 8th Defendant refers to Persons Unknown who own, control and/or know the passwords to some of the Impugned Wallets (which include wallets which were onward recipients of the Digital Assets originating from and/or traceable back to the Entrusted Digital Wallets (the “Stolen Digital Assets”)). Save for Impugned Wallets held on the 5th, 6th and 7th Defendant's' cryptocurrency exchanges that were registered in the name of the 12th Defendant, Mr Wo Quan, ~~the son of the 4th Claimant and the 2nd Defendant~~, the Claimants have so far been unable to and/or are yet to fully ascertain the identities of other such unknown wallet owners.

14. The 9th Defendant, W3 Cap Holding Co., Ltd, is a company incorporated in the British Virgin Islands. Its registered address is at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands. The 9th Defendant is the 100% shareholder of W3 Capital Pte Ltd (“**W3 FO**”), a family office incorporated in Singapore, as well as Assets Bay Investments Limited, a British Virgin Islands incorporated company (“Assets Bay”). The 4th Claimant is the ultimate beneficial owner of the 9th Defendant (and its subsidiaries and their underlying assets). The shares of the 9th Defendant are all held in the name of the 2nd Defendant. The 2nd Defendant in turn, holds all the shares of the 9th Defendant (and/or all rights and/or entitlements to its and its subsidiaries' underlying assets) on trust for the 4th Claimant. As explained at paragraphs 1 and 8 above, the 4th Claimant is the ultimate beneficial owner of the 9th Defendant.

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14A. The 10th Defendant, Create Fortune Pte. Ltd., is a company incorporated in Singapore. Its registered address is at 600 North Bridge Road #12-02/03. Parkview Square, Singapore 188778. The 12th Defendant is nominally the sole director and shareholder of the 10th Defendant. As explained at paragraphs 1 and 8 above, the 4th Claimant is the ultimate beneficial owner of the 10th Defendant ~~(and its underlying assets).~~

14B. The 11th Defendant, Jumbo Access Investments Limited, is a company incorporated in the British Virgin Islands. Its registered address is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands. The 12th Defendant is also nominally the sole director and shareholder of the 11th Defendant. As explained at paragraphs 1 and 8 above, the 4th Claimant is the ultimate beneficial owner of the 11th Defendant ~~(and its underlying assets).~~

14C. The 12th Defendant, Wo Quan, is the son of the 4th Claimant and the 2nd Defendant. He graduated from Fudan University in Shanghai, the PRC in 2015 with dual bachelor's degrees in Mathematics and Economics, and graduated from Teachers College, Columbia University in New York, USA in 2016 with a degree in Applied Statistics. From in or around November 2016, the 12th Defendant began assisting the 4th Claimant with work in the 4th Claimant's various companies and business on a full-time basis, including the 1st to 3rd Claimants and the Foreign Companies. From 1 January 2017 to 31 December 2022, the 12th Defendant was formally employed by the 4th Claimant through the 2nd Claimant ~~under an employment contract. While there was no formal contract of employment signed between the 2nd Claimant and the 12th Defendant, given that the 12th Defendant~~

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was the 4th Claimant's son, it was understood that the 12th Defendant owed the 2nd Claimant, and by extension, the 4th Claimant (as the ultimate beneficial owner of the 2nd Claimant), fiduciary duties and duties of good faith and loyalty.

14CA. Subsequently, as further discussed at paragraphs 24B to 24E, from around July 2019 onward, the 4th Claimant delegated the 12th Defendant as his nominee to become responsible for the Huiyin Group's overseas primary market investment assets and/or business, which became known to the public as the 'DFG Platform', and in such connection, arranged for him to act as nominee director and shareholder of the 10th and 11th Defendants, and for him to be designated as the 'founder' and 'Chief Executive Officer' ("CEO") of the DFG Platform. At all material times, the DFG Platform comprised of the 3rd, 4th, 9th, 10th, and 11th Defendants and their direct and indirect subsidiaries (i.e. Silvery Capital, Matrix, W3 FO and Assets Bay, hereinafter referred to as the "**Subsidiaries**"), and their underlying assets.

14CB. At all material times, the 12th Defendant acted for and on behalf of the 4th Claimant as his nominee and agent in respect of the above roles, and to this end, reported to the 4th Claimant in the course of carrying out his tasks and/or duties in the above roles, with his performance being regularly assessed by the 4th Claimant. Consequently, at all material times, the 12th Defendant owed the 4th Claimant fiduciary duties (including duty to act in their best interests, and duties of good faith and loyalty, as well as a duty to act solely in accordance with the 4th Claimant's instruction and/or authorization.

14D. The 12th Defendant is the 4th Claimant's agent, trustee and nominee in respect of the 10th and 11th Defendants' shares (and/or all rights and/or entitlements to their underlying assets), which the 12th Defendant holds on trust for

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~~the 4th Claimant. The Claimants refer to paragraphs 45B and 45C below. As such, the 12th Defendant is also the 4th Claimant's agent, trustee and nominee in respect of the assets held through the 10th and 11th Defendants.~~

~~15. — At all material times since the incorporation and/or acquisition of the Foreign Companies, all management decisions in relation to the assets, investments and operations of the Foreign Companies were made by or with the approval of the 4th Claimant, by the 4th Claimant himself, or through his stated proxies or agents on the 4th Claimant's instructions.~~

~~16. — The Claimants' claim is that the 1st and/or 2nd Defendants have in breach of trust, (a) wrongfully denied that the 4th Claimant is the ultimate beneficial owner of the Foreign Companies and the 10% Share in 2C; and (b) excluded or prevented the 4th Claimant from exercising his full rights in relation to his beneficial interests in the Foreign Companies, including the rights to manage and control all of the assets, investments and operations of the Foreign Companies and their subsidiaries and to instruct their respective officers to implement his decisions.~~

II. BACKGROUND FACTS AS TO THE HUIYIN GROUP AND THE MANAGEMENT AND CUSTODY OF THE ASSETS

17. After the 4th Claimant completed his university studies in the PRC in 1989, he built a career focussed on primary market equity investment, secondary stock investment and real estate investment, among other things.

18. In 1997 and 2001 respectively, the 4th Claimant established Shanghai Huiyin Investment Co., Ltd and the 2nd Claimant (collectively and together with all companies founded by and are beneficially owned by the 4th Claimant, the “Huiyin

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Group”). The 4th Claimant became a very successful businessman and entrepreneur. When the first ranking of wealthy people in the PRC was published in the PRC by Sina Finance in 2003, the 4th Claimant was ranked 388th out of the 400 people on the list. Under the 4th Claimant’s leadership, the Huiyin Group became one of the most influential investment firms in China, managing a broad portfolio of investments in industries such as medicine, information technology services, modern agriculture and tourism. From around 2016, the operations and business of Huiyin Group expanded into several other companies and businesses including the 1st and 3rd Claimants and the Foreign Companies.

(A) The 4th Claimant’s Digital Assets

(1) Digital Assets

19. In or around 2014, the 4th Claimant started to invest in cryptocurrencies with his personal resources. This turned out to be highly successful.

20. Subsequently, in or around 2016, the 4th Claimant formed a team of employees from his various companies to help him with the day-to-day operation and administration of his Digital Assets, which had grown substantially since 2014. The day-to-day administration and operation of the 4th Claimant’s Digital Assets entailed the carrying out of his investment and trading decisions given or made in the “primary” and “secondary” cryptocurrency markets. The “primary market” is the initial market for new cryptocurrencies, which is generally divided into private and public rounds. At this stage, the persons or entities embarking on a project to launch a new cryptocurrency would seek funding and investment. The parties to the project may sell tokens to specific investors including private equities through

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multiple private rounds of offerings. They may also make initial coin offerings. Initial coin offerings are public offerings of a cryptocurrency, similar to initial public offerings in stocks. ~~is where blockchain companies conduct private fundraising prior to creating cryptocurrency tokens available to the public for the first time.~~ The “secondary market” is where previously issued cryptocurrencies are traded after they have been publicly made available for the first time.

21. The 4th Claimant’s Digital Assets, insofar as they related to Listed Tokens, had been held in Entrusted Digital Wallets. Some of the Entrusted Digital Wallets awere registered to individuals who are the 4th Claimant’s trustees and nominees or companies of which the 4th Claimant was and is the ultimate beneficial owner, and which had been under his control, including:

21.1. the Binance Account, OKX Account and Gate.io Account, which awere registered in the 1st Claimant’s name;

21.2. in respect of three (3) accounts with the Kraken cryptocurrency exchange which have held the 4th Claimant’s Digital Assets:

(a) one account with Kraken, which is registered in the 2nd Defendant’s name, as the 4th Claimant’s nominee. In or around 2016, pursuant to an oral agreement between the 2nd Defendant and the 4th Claimant, the 2nd Defendant agreed to hold this account and the Digital Assets therein on trust for the 4th Claimant;

(b) another account with Kraken which is registered in the 4th Defendant’s name. The 2nd Defendant holds all the shares in the 4th Defendant (and/or its underlying assets) on trust for the 4th Claimant

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as his nominee and the 4th Claimant is the ultimate beneficial owner of the 4th Defendant. The 4th Claimant appointed Mr Zhang Hong, an employee within the Huiyin Group, to operate the Kraken account registered in the 4th Defendant's name; and

- (c) one other account with Kraken, which is registered in one Mr Zhang Xin's name ("**Mr Zhang X.**"), as the 4th Claimant's nominee. This account ~~was~~ held and operated on trust on behalf of the 4th Claimant. Mr Zhang X. ~~in was and~~ is employed within one of the 4th Claimant's group of companies.

21.3. Sun Liqun ("**Ms Sun**"), Cao Haibin, Zhang Beiyuan, Zeng Lixin, Yu Feng, Liu Jin ("**Mr Liu**"), Feng ~~Zhen Jian~~, Zhang Xin, and Tang Chenhui ("**Employees**") ~~were at all material times and~~ are employees within the 4th Claimant's group of companies. The Employees ~~at all material times held~~ ~~held~~ accounts on cryptocurrency exchange platforms operated by the 5th Defendant, the 7th Defendant, OKX and Huobi on trust for the 4th Claimant.

22. The individuals that the 4th Claimant had appointed and authorised to help him in the holding administration and operation of the Digital Assets were at all material times long-standing employees within his group of companies, including the 1st to 3rd Claimants. Initially, their appointment was done on an informal basis, without any written agreement. However, in or around 3 November 2021, following an incident involving the theft through a phishing scam of some of the Digital Assets (the "**Nov 21 Theft**"), the 4th Claimant decided to formalise written agreements with these individuals to clearly define their nominee and trust relationships as well as the scope of their duties and the 4th Claimant's rights in relation to his Digital

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Assets.

23. Consequently, in or around end December 2021, the 4th Claimant entered into an “*Authorisation to Operate Agreement*” (“**Authorisation Agreement**”) with each of eight individuals, namely, Zhang Hong (“Mr Zhang H.”), Peng Jianfeng (“Mr Peng”), Lu Hexiang (“Mr Lu”), Lai Weiqing (“Mr Lai”), Yu Lu, Zhu Yanan, Su Ying and Luo Yan, who were assisting him with the administration and operation of his Digital Assets at that point in time (each, an “**Authorised Individual**”). The Authorisation Agreements set out the scope of each Authorised Individual’s responsibilities in relation to the operation and administration of the 4th Claimant’s Digital Assets. Each such agreement also clearly described the 4th Claimant’s rights in respect of and ownership of the Digital Assets. In particular, the key terms provided for in these agreements entailed:

- 23.1. acknowledgement that all rights and interests, including ownership, intellectual property rights, data rights, trade secret rights, and any other rights and interests related to the Digital Assets, belong to the 4th Claimant. Correspondingly, the Authorised Individual would accept that he did not have ownership, disposal rights, intellectual property rights, or any other rights and interests over the Digital Assets;
- 23.2. each Authorised Individual’s duties and powers being described, including the obligations to faithfully perform the duties of an agent, to strictly adhere to the 4th Claimant’s authorizations, instructions, time limits, paths, methods, and to strictly comply with any “Trading Codes” and/or confidentiality terms set out in the Authorisation Agreement or its annexes to carry out the transaction operations entrusted to the Authorised

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Individual; and

23.3. each Authorised Individual being prohibited from stealing, misappropriating, violating usage provisions of the respective Authorisation Agreement, embezzling, illegally transferring, or gifting away the Digital Assets, temporarily or permanently storing, transferring in, or transferring out the Digital Assets (in whole or in part) to accounts or wallets other than as instructed by the 4th Claimant.

24. On 29 September 2022, three of the initial eight Authorised Individuals (namely, Mr Lu, Mr Peng and Mr Lai) signed updated Authorisation Agreements. These updated agreements further delineated the Authorised Individuals' duties in relation to their operation and administration of the Digital Assets entrusted to them with greater specificity. On 29 November 2022, one of the initial eight Authorised Individuals renewed his Authorisation Agreement, with no further material updates to its terms. Even though the 1st, 2nd and/or 12th Defendants were employees of the Huiyin Group for reasons pleaded herein, due to the fact that they were the immediate family members of the 4th Defendant, he reposed a greater level of trust in them, and thus he did not put in place similar written authorisation agreements with them spelling out his beneficial ownership and control over the various Digital Assets held by or through them or the 3rd and/or 4th, and 10th and/or 11th Defendants (of which the 2nd and 12th Defendants served as nominee director and sole shareholder respectively acting ultimately on behalf of the 4th Claimant).

(2) The 4th Claimant's employment
and the role of the 12th Defendant

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24A. Upon or around the 12th Defendant's graduation from Teachers College, Columbia University in New York, USA in 2016, the 4th Claimant brought the 12th Defendant into the Huiyin Group to work for him through the 4th Claimant's various companies and business relating to digital assets, including the 1st to 3rd Claimants and the Foreign Companies, in ~~or around~~ November 2016. Shortly before that, in around August 2016, the 4th Claimant began to move his businesses into active investments into cryptocurrency markets, after the 4th Claimant had experimented with such digital asset investments from 2014 – 2016 or thereabouts. ~~Around the same time, December 2016, the~~ Huiyin Group formally established a US\$20 million blockchain venture capital fund known as the "**Huiyin Blockchain Venture**" in December 2016 to manage the 4th Claimant's investments into the blockchain and cryptocurrency industry.

24B. The 12th Defendant was employed within the Huiyin Group to, among other things, assist with the 4th Claimant's primary market investments into digital assets. The 12th Defendant thereby gained experience and prominence in the cryptocurrency primary market as a result of opportunities provided to him by the 4th Claimant in the Huiyin Group and through his employment with the 2nd Claimant.

24C. As the 12th Defendant became more confident and well known in the primary market, the 4th Claimant conferred on the 12th Defendant autonomy to decide on investments in projects in the primary market in or around December 2017, in accordance with the 4th Claimant's instructions on the general investment direction where the value of such investment is less than USD 1 million. However, for investments exceeding USD 1 million, the 12th Defendant was required to obtain the 4th Claimant's approval before proceeding with any such investment. ~~Further,~~

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the 12th Defendant was required to and did report to the 4th Claimant as regards primary market cryptocurrency project investments which had been entered into (such as the Project Investments listed in Tables 2 and 3 of **Annex C**), work deliverables communicated to the 12th Defendant by the 4th Claimant, meetings, verbal communications, post-investment management reports and other means.

24D. The Huiyin Group achieved remarkable progress in the cryptocurrency market under the 4th Claimant's leadership and vision. From August 2018 to 2020, a "DFG Platform", involving several of Huiyin Group's overseas companies, including the 3rd, 4th, 9th, 10th and 11th Defendants (and their direct and indirect subsidiaries), was created to replace "Huiyin Blockchain Venture". The 12th Defendant gave a speech in 28 August 2018 where he acknowledged the successes of the Huiyin Group through the leadership of the 4th Claimant in investment and management of assets.

24E. The 4th Claimant magnanimously believed that it would benefit the 12th Defendant's future development to allow him to take the credit and receive public recognition for being the "founder" and 'CEO' of the DFG Platform. Notwithstanding the 12th Defendant being allowed to become the "face" of the DFG Platform, the 4th Claimant remained in full and/or ultimate control of the strategic direction and/or actions taken by all companies within the DFG Platform. At all material times, the 12th Defendant remained subordinate to the 4th Claimant's instructions and directions. The 12th Defendant was also the 4th Claimant's agent and nominee in respect of the DFG Platform (and its underlying assets), and the 4th Claimant's trustee in respect of the shares of and assets held by or in the names of the 10th and 11th Defendants, and owed the 4th Claimant fiduciary duties in relation thereto

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(including the duty to act in the best interests of the 4th Claimant and duty of good faith and loyalty), and a duty to exercise any power in respect of the DFG Platform and/or conduct its business and/or deal with its underlying assets solely for the ultimate benefit and/or purposes of the 4th Claimant, and/or solely with the 4th Claimant's instruction and/or authorisation).

(3) ~~(2)~~—The 1st Defendant's administration and operation of the Digital Assets

25. The 1st Defendant graduated from university in the USA in or around May 2020. The 4th Claimant arranged for the 1st Defendant to start employment and training in the 4th Claimant's various companies and businesses including the 1st to 3rd Claimants and the Foreign Companies, from or around July 2021.

26. Mr Zhang Hong ("Mr Zhang H.") and Mr Peng ~~Jianfeng~~ ("~~Peng~~") were two of the eight Authorised Individuals who assisted the 4th Claimant with the administration and operation of his Digital Assets in or around 2017. They held the positions of "Token Transfer Manager" and "Token Transfer Officer" respectively.

27. In or around 3 November 2021, after the Nov 21 Theft, Mr Zhang H. and Mr Peng were temporarily suspended from administering and operating the 4th Claimant's Digital Assets pending investigations and criminal proceedings in China relating to the Nov 21 Theft. Mr Zhang H. and Mr Peng were eventually exonerated from wrongdoing through the Chinese criminal process in February 2022.

28. In reaction to the Nov 21 Theft, the 4th Claimant decided to appoint and entrust the 1st Defendant as his agent and trustee to administer and operate his Digital Assets that were previously handled by Mr Zhang H. and Mr Peng. The 1st Defendant's appointment was by way of an oral agreement made between the 4th

Claimant and the 1st Defendant in or around November 2021 (the “**D1 Oral Agreement**”).

29. Pursuant to the **D1** Oral Agreement, it was also agreed that the 1st Defendant’s remuneration would be 10,000 USD Coins (“**USDC**”) (a type of cryptocurrency token) per month, with any additional remuneration to be agreed upon on an ad- hoc basis. As the 1st Defendant was the only person that the 4th Claimant had entrusted to carry out token transfer at that time, it was further agreed that the 1st Defendant could unilaterally withdraw her remuneration from the 4th Claimant’s Digital Assets. **It was also agreed that in consideration of the D1 Oral Agreement, the 1st Defendant would not need to return a sum of RMB 2.2 million which she had received from the 4th Claimant in 2016.**

30. The **D1** Oral Agreement was also to the effect that as part of the 1st Defendant’s duties in administering and operating the 4th Claimant’s Digital Assets, the 1st Defendant would be responsible for executing token transfers of the Digital Assets in the Entrusted Digital Wallets in accordance with the 4th Claimant’s instructions. To facilitate this, in or around November to December 2021, the 4th Claimant arranged for the 1st Defendant to receive all necessary means and credentials (including all usernames, passwords, codes, security keys, etc.) to access and operate his Entrusted Digital Wallets at that time from **Mr Zhang H.** and **Mr Peng**. A list of addresses of the Entrusted Digital Wallets that were formerly handled by **Mr Zhang H.** and **Mr Peng** and gradually put under the 1st Defendant’s administration and operation from or around November 2021 is set out in a statement signed by **Mr Peng** dated 31 January 2024.

31. From after November 2021, the number of Entrusted Digital Wallets

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expanded to include the New Digital Wallets which the 4th Claimant had instructed the 1st Defendant to create (~~“New Digital Wallets”~~). The New Digital Wallets were amongst other things, created to hold returns from the 4th Claimant's investments in primary market cryptocurrency projects, ultimately for and on behalf of the 4th Claimant. The returns on investments in these primary market cryptocurrency projects were paid out by way of cryptocurrency tokens, i.e. the Newly Listed Tokens, into the New Digital Wallets.

32. However, while the 4th Claimant had entrusted the 1st Defendant with the creation, operation and administration of the New Digital Wallets, the 4th Claimant did not require the 1st Defendant to provide him with the full operating means and details of these New Digital Wallets, including the login credentials and security keys. Consequently, the 4th Claimant does not have such information, the full details of which awere only known to the 1st Defendant. A list of addresses of the known Entrusted Digital Wallets which the 1st Defendant administered and operated as of 6 December 2023 is at **Annex A**, updated as at 6 May 2024. A list of the Claimants' Digital Assets entrusted to and within the control or custody of the 1st Defendant, acting for and on behalf of the Claimants, as of 6 December 2023 (to the best of the Claimants' knowledge and records) is set out in **Annex C**, with their total estimated value (as of 19 February 2024) being approximately USD 192.3 million. Subject to discovery and further particulars from the Defendants, the Claimants reserve their rights to amend and/or supplement **Annex A and Annex C**.

33. ~~From~~ After November 2021, there were two separate teams assisting the 4th Claimant with the administration and operation of his Digital Assets. These

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comprised: (a) the “Trading Team”, headed by ~~one Mr Lu Hexiang (“Lu”)~~ Mr Lu, who is an Authorised Individual; and (b) a “Token Transfer Team”, headed by the 1st Defendant. The Token Transfer team was responsible for carrying out transfers of the Digital Assets to cryptocurrency wallets/ accounts in accordance with the 4th Claimant’s instructions. The Trading Team was responsible for carrying out trades of cryptocurrencies on the secondary market based on the 4th Claimant’s instructions and decisions.

34. To facilitate communication and workflow between the two teams, various Telegram Group Chats were created (in addition to bilateral Telegram chats in which the 4th Claimant communicated with the persons involved). The 4th Claimant would give his instructions in relation to the administration and operation of his Digital Assets in these Telegram bilateral or Group Chats or orally. However, these Telegram Group Chats, and the 1st Defendant’s bilateral chat records with the 4th Claimant, have since been unilaterally deleted by the 1st Defendant in or around December 2023.

35. From February 2022, the 1st Defendant was assisted by Mr Peng in respect of transfers of Digital Assets in the primary market. Mr Peng was authorised to access some of the Entrusted Digital Wallets to administer and operate the part of the Digital Assets in the primary market. The 1st Defendant was entrusted with sole access to administer and operate the 4th Claimant’s Digital Assets on the secondary market.

36. From November 2021 to at least up until 23 August 2023, the 1st Defendant carried out her trust and/or fiduciary duties in respect of the administration and operation of the Digital Assets under the Oral Agreement on the following bases:

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- 36.1. the 1st Defendant was accorded powers of administration and operation of cryptocurrency token transfers with respect to the Digital Assets in accordance with the 4th Claimant's instructions exclusively;
- 36.2. all rights and interests, including ownership, intellectual property rights, trade secret rights and any other interests in respect of the Digital Assets entrusted to the 1st Defendant ultimately belonged to the 4th Claimant; ~~and~~
- 36.3. the 1st Defendant was not entitled to make any unauthorised use of the Digital Assets, including transacting, transferring, disposing of or making any dealings of any sort with respect to the Digital Assets without the 4th Claimant's instructions; and-
- 36.4. the 1st Defendant was to report to the 4th Claimant on the status of investments and Digital aAssets that she was involved in. In particular, she was to report on the quantum of Digital Assets held whether in private wallets or in exchange accounts, and to inform the 4th Claimant whenever transactions which he had instructed her to carry out, were completed (and the balance of Digital Assets upon such completion). The 1st Defendant was also to provide reports to the 4th Claimant as regards the Project Investments, the most recent of which that the 4th Claimant has been able to recover is dated 23 August 2023 (and the Project Investments reported therein have been set out in Annex C, Table 2).
37. By way of illustration, ~~On~~ or around 23 August 2023, the 1st Defendant provided the 4th Claimant with a report on an overview of his Digital Assets (as at or around 23 August 2023) that were listed on cryptocurrency exchanges and which were administered and operated by her in accordance with the 4th Claimant's

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instructions (the “**23.8.2023 Report**”). The types of tokens, approximate number of each type of token reported by the 1st Defendant and estimated market values as of 23 August 2023 are at **Annex B**. As of 23 August 2023, the eight (8) types of cryptocurrencies listed in the 23.8.2023 Report amounted in value to about USD 67,088,484.01. However, the 23.8.2023 Report does not account for all of the 4th Claimant’s Digital Assets as of that date.

37A. Pursuant to the D1 Oral Agreement, and/or by reason of the trust and confidence reposed in the 1st Defendant and the authority vested in her by the 4th Claimant acting for himself and the other Claimants, to manage such Digital Assets beneficially owned by him as *de facto* treasurer, as detailed above, the 1st Defendant owed fiduciary duties to the Claimants, and/or acted as trustee over the Digital Assets for the Claimants, and was to exercise her powers to deal with such Digital Assets solely for the ultimate benefit and/or purposes of the Claimants, and/or solely with the 4th Claimant’s instruction and/or authorisation. The 1st Defendant was similarly designated the *de facto* treasurer in respect of the fiat Non-Digital Assets beneficially belonging to the 4th Claimant, as further elaborated upon at paragraph 46.4 below.

(B) The Foreign Companies, and the 2nd Claimant, and the Non-Digital Assets

(i) The 2nd Claimant, Shanghai Huiyin Group Co. Ltd

38. The 1st Claimant is wholly owned by the 2nd Claimant. The 2nd Claimant was incorporated in 2001 by the 4th Claimant. At the time of the 2nd Claimant’s incorporation in 2001, its shares were held by the following parties in the

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proportions as detailed below:

- 38.1. the 4th Claimant held 57.1% of the 2nd Claimant's shares;
- 38.2. the 4th Claimant's mother, Ms Zhuang Lihua ("**Ms Zhuang**"), held 33.5% of the 2nd Claimant's shares; and
- 38.3. another company within the 4th Claimant's group of companies, Shanghai Huiyin Investment Limited Co. ("**Huiyin Investment**"), held 9.4% of the 2nd Claimant's shares.

39. Ms Zhuang and Huiyin Investment held the shares in the 2nd Claimant on behalf of the 4th Claimant. The 4th Claimant is the true owner of all the shares in the 2nd Claimant since its incorporation.

40. Subsequently, as Ms Zhuang grew more advanced in age and suffered from ailing health, the 4th Claimant decided to have the 2nd Defendant hold some of his shares in the 2nd Claimant, instead of Ms Zhuang. Therefore, in or around 2020~~1~~, the 4th Claimant orally requested the 2nd Defendant to hold the 10% Share in 2C as his nominee, on trust. The 2nd Defendant acceded to the 4th Claimant's request to act as his trustee and nominee in respect of the 10% Shares in 2C ("**2C Agreement**"). Pursuant to the 2C Agreement, the 4th Claimant and the 2nd Defendant have held 90% and 10% of the shares in the 2nd Claimant respectively, from July 2015~~2024~~ onwards.

41. While the 2nd Defendant was recorded in the 2nd Claimant's Constitution dated 10 November 2020~~1~~ ~~to have as having~~ injected funds totalling RMB 50 million into the 2nd Claimant between 20 July 2001 to 31 May 2017, the 2nd Defendant had not in fact done so. Pursuant to the 2C Agreement, the 2nd

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Defendant was never required to, and had in fact never injected any funds of her own into the 2nd Claimant. Any and all funds which have been recorded to have been injected into the 2nd Claimant by the 2nd Defendant had originated from the 4th Claimant.

42. By reason of the facts set out at paragraphs 38 to 41 above, the 2nd Claimant is also wholly owned by the 4th Claimant.

(ii) The 3rd Defendant. Digital Finance Group Company

43. The 3rd Defendant was incorporated on 21 June 2018~~3~~ pursuant to the 4th Claimant's instructions. The 3rd Defendant was originally intended to operate as a holding company for the Huiyin Group's (and ultimately, the 4th Claimant's) overseas assets and investments. The 4th Claimant is the ultimate beneficial owner of the 3rd Defendant (and the underlying assets held through it and/or in its name).

43.1. In or around May 2018, the 4th Claimant instructed his agents, Mr He Bingyu ("Mr He") and Ms Shi Xiaohong ("Ms Shi"), to liaise with corporate services providers, Richful Deyong International Business (China) Limited, regarding the incorporation of the 3rd Defendant in the Cayman Islands.

43.2. The 4th Claimant entered into an oral agreement with the 2nd Defendant that the 2nd Defendant would hold all the shares in the 3rd Defendant, and along with the 3rd Defendant, would hold all rights and/or entitlements to the underlying assets held through it and/or in its name, on trust for the 4th Claimant (the "DFG Agreement").

Particulars

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- (a) In or around May 2018, the 4th Claimant requested the 2nd Defendant to hold all the shares in the 3rd Defendant, and along with the 3rd Defendant, the rights and/or entitlements to the underlying assets held through it and/or in its name, on trust for him, as the ultimate beneficial owner of these shares and assets, and for her to be registered and to act as the nominal director and shareholder of the 3rd Defendant. The 2nd Defendant agreed in her personal capacity, and on behalf of the 3rd Defendant as its intended nominal sole director and nominal sole shareholder.
- (b) In reliance on and in accordance with the DFG Agreement, in or around May 2018, the 4th Claimant instructed Mr He and Ms Shi to make the necessary arrangements to register the 2nd Defendant as the nominal sole shareholder and director of the 3rd Defendant.
- (c) As part of the DFG Agreement, the 2nd Defendant also agreed that she was only to act in respect of the 3rd Defendant in accordance with the 4th Claimant's instructions and to execute such corporate documents as she might be directed by the 4th Claimant to sign from time to time. The 2nd Defendant was therefore never involved in the actual management of the 3rd Defendant and/or the underlying assets held through it and/or in its name.
- (d) By reason of the DFG Agreement, the 2nd and/or 3rd Defendants acted as trustees for and owed fiduciary duties to the 4th Claimant, including amongst others a duty to act in the 4th Claimant's best interests, duties of good faith and loyalty, and a duty to exercise of

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her powers as nominal sole director and nominal sole shareholder
of the 3rd Defendant only in his best interests and/or accordance with
his instructions and/or authorisation.

43.3. The 4th Claimant provided the instructions and all necessary funding for the incorporation of the 3rd Defendant, through his proxies or agents, which included the 2nd and 3rd Claimants.

43.4 Insofar as the affairs and operations of the Foreign Companies and the
Subsidiaries and the 12th Defendant's role in relation thereto are concerned,
The the Claimants refer to and repeat paragraphs 14CA, 14CB, 24D and
24E above. The 4th Claimant and the 12th Defendant had agreed between
them that the 12th Defendant would be permitted to be held out as the public
face of the DFG Platform (which included the Foreign Companies and the
Subsidiaries) as well as the 3rd Defendant. This was on the express
agreement between the 4th Claimant and the 12th Defendant, or
alternatively, the understanding that the DFG Platform and 3rd Defendant
would be managed and operated by the 12th Defendant as the 4th
Claimant's agent, whereby he would be subject to the authorisation,
instructions and directions of the 4th Claimant ("DFG WQJ Agreement").
Consequently, the 12th Defendant was permitted to be known as the
"founder" of the DFG Platform and the Chief Executive Office CEO of the 3rd
Defendant. The 12th Defendant thereby oweds to the 4th Claimant fiduciary
duties and duties of good faith and loyalty.

43.5 Quite apart from the 12th Defendant, from 2018 onwards, the 4th Claimant
had also procured the services of one Mr Terence John Culver ("Mr

Culver”), to work with the 1st and 12th Defendants to manage and operate the businesses and assets of the DFG Platform (which comprised the Foreign Companies and the Subsidiaries, and/or the underlying assets held by or through them), subject to the instructions, directions, and/or authorisation of the 4th Claimant, as further detailed in paragraph 46 below. Amongst others, due to restrictions on the trading of U.S. securities, the 4th Claimant delegated to Mr Culver the task of managing and trading with the securities assets in the 3rd and 4th Defendants’ Fidelity accounts, on the 4th Claimant’s behalf and subject to his instruction, direction, and/or authorisation. For this purpose (and as further detailed at paragraphs 46.2 to 46.3 below):

- (a) from August 2018 to February 2022, Mr Culver was employed by Best Wisdom Technology, LLC (“**BWTL**”) as its CEO. BWTL (which has since been shut down), was a company which the 4th Claimant ultimately beneficially owned in the U.S., with the shares in BWTL held at all material times by the 4th Claimant’s nominees and Huiyin Group employees, Mr Hou Tuanzhang and Ms Yin Lina;
- (b) from 1 April 2022 onwards, Mr Culver was employed by the 3rd Defendant as its Executive Director;
- (c) concurrently, from 1 September 2020 onwards, Mr Culver was also employed as the Senior Executive Officer (“**SEO**”) of Matrix, a Subsidiary of the 4th Defendant;
- (d) when the 4th Claimant invited Mr Culver to join the Huiyin Group in 2018, he offered Mr Culver a yearly salary of USD 800,000 (i.e. USD

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66,667 per month), and a biannual performance-related bonus pegged at a base of USD 100,000. From such point onwards, Mr Culver's salaries and bonuses were at all material times funded indirectly and decided by the 4th Claimant, although from September 2020 onwards, at Mr Culver's request, Mr Culver was employed through Ruby Moriarty, LLC, a Delaware-incorporated company which he had informed the Claimants was beneficially owned by him.

43A. The 3rd Defendant held the following ~~Non Digital a~~Assets as at 29 November 2023 for and on behalf of the 4th Claimant as its sole ultimate beneficial owner. It was the 4th Claimant who had provided the 3rd Defendant with the funds to acquire these assets, through his agents, companies and proxies (with further particulars thereof set out in paragraphs 44A to 44C below):-

- (a) Securities in the form of 4,186,078 units of Grayscale Bitcoin Trust ETF ("GBTC"), 998,136 units of Grayscale Ethereum Trust ("ETHE") and cash of (USD) 4,082,441 held with Fidelity worth 150,753,172 USD in total as at 29 November 2023. In or around 10 June 2024, the assets held by the 3rd Defendant with Fidelity Brokerage Services LLC and/or its affiliates ("Fidelity") as at 29 November 2023 was worth about 296,575,380 USD in total. Pending discovery from the Defendants, the Claimants are unable to provide "Fidelity"s exact legal name as all records of such Fidelity accounts are in the 1st to 4th and/or 9th to 121th Defendants' possession.
- (b) Accounts receivables of 38 million37,907,447 USD from Genesis Global Capital LLC and proceeds thereof; and
- (c) Investments in various companies totalling about USD 12.15 million

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(including of about 1 million USD into Digital Future Alliance Limited, 500,000 USD into Open Relay and 6.9 million USD into Ledger SAS), and returns thereon.

(d) investments assigned to the 3rd Defendant by Orient Space Pte Ltd, into the following companies (amongst others) and returns thereon - Ethernode LLC; Monetization Solutions Inc, Cryzen LLC, Slips Entertainment Inc, Button Blockchain Technologies Inc, Helios Classic Limited, Pulse Agent Inc, SALDO Inc, Second State Inc, Onesmart Technology SA de CB, W3 Engineers Ltd, and VREX LAB Co., Ltd.

43AA. The 3rd Defendant additionally maintained and mains accounts in its name with Morgan Stanley, FV Bank and Summit National Bank, with BlockFi, and with Kraken and Binance exchanges, and held and holds such accounts and all the underlying assets therein, for and on behalf of and on trust for the Claimants.

(iii) The 4th Defendant, Smart River Investments Limited

44. The 4th Defendant was acquired by the 4th Claimant on 13 May 2009. The 4th Claimant is the ultimate beneficial owner of the 4th Defendant (and the underlying assets held through it and/or in its name).

44.1. In or around early 2009, the 4th Claimant instructed his agent, one Mr Liu Jin, to commence negotiations regarding the acquisition of the 4th Defendant.

44.2. The 4th Claimant entered into an oral agreement with the 2nd Defendant that the 2nd Defendant would hold all the shares in the 4th Defendant and along

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with the 4th Defendant, would hold all rights and/or entitlements to the underlying assets held in its name of or through it, on trust for the 4th Claimant (the “SRIL Agreement”).

Particulars

- (a) In or around April or May 2009, the 4th Claimant requested the 2nd Defendant to hold all the shares in the 4th Defendant, and along with the 3rd Defendant, the rights and/or entitlements to the underlying assets held through it and/or in its name, on trust for him, as the ultimate beneficial owner of these shares and assets, and for her to be registered and to act as the nominal director and shareholder of the 4th Defendant. The 2nd Defendant agreed in her personal capacity and on behalf of the 4th Defendant as its intended nominal sole director and nominal sole shareholder.
- (b) In reliance on and in accordance with the SRIL Agreement, in or around April or May 2009, the 4th Claimant informed his agent, one Mr Zeng Lixin, to make the necessary arrangements to register the 2nd Defendant as the nominal sole shareholder and director of the 4th Defendant as part of the acquisition process.
- (c) As part of the SRIL Agreement, the 2nd Defendant also agreed that she was only to act in respect of the 4th Defendant in accordance with the 4th Claimant’s instructions and to execute such corporate documents as she might be directed by the 4th Claimant to sign from time to time. The 2nd Defendant was therefore never involved in the actual management of the 4th Defendant, and/or the underlying

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assets held in the name of and/or through it.

(d) By reason of the SRIL Agreement, the 2nd and/or 4th Defendants owed fiduciary duties to the 4th Claimant, including amongst others a duty to act in his best interests, duties of good faith and loyalty, and a duty to exercise her powers as nominal sole director and nominal sole shareholder of the 4th Defendant only in his best interests and/or solely in accordance with his instructions and/or authorisation.

(e) Paragraphs 43.2 to 43.5 above are repeated.

44.3. The 4th Claimant provided the instructions and all necessary funding for the acquisition of the 4th Defendant, through his proxies or agents, which included the 2nd and 3rd Claimants.

44A. The 4th Defendant held the following assets as at 29 November 2023 for and on behalf of the 4th Claimant as its sole ultimate beneficial owner. It was the 4th Claimant, who had provided the 4th Defendant with the funds to acquire these assets, through his agents, companies and proxies.

(a) Securities in the form of 963,922 units of GBTC held with Fidelity and cash of about 472,361 (USD), totalling USD 30,373,221.08 as at 29 November 2023. The assets held by the 4th Defendant in its Fidelity account as at 29 November 2023 is worth about 59,975,266 USD in total on or around 10 June 2024;

(b) Investments in company equity totalling about USD 22,396,000 19.4 million, including (amongst others) in Coinlist, 3iQ, Fintech Holdings, LLC ("FV

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Bank”), Atlas, ChainSafe, Blog, Inc., and Circle Internet Financial Limited,
and the returns thereon; and

(c) All of the 10,000 shares in Silvery Capital and all of the shares in Matrix
(whose registered capital was USD 23,600,000), as well as their underlying
assets; Holding Company (“**Silvery Capital**”), a company incorporated in
the Abu Dhabi. Silvery Capital wholly owns Matrix Limited, which is another
company incorporated in the Abu Dhabi. Matrix Limited has a registered
capital of 23,600,000 USD.

(d) Bank accounts maintained with United Overseas Bank Singapore (“**UOB**
Singapore”), Credit Agricole, and FV Bank. In particular, the UOB
Singapore and Credit Agricole bank accounts in the 4th Defendant’s name
were also linked with bank accounts with the aforementioned banks in the
2nd Defendant’s name;

(e) A securities account maintained with Morgan Stanley; and

(f) An account with Kraken exchange.

44B. Specifically as to the assets maintained in accounts with Fidelity in the
names of the 3rd and 4th Defendants, the acquisition of such assets was carried out
using funds primarily derived from two investments projects involving Ledger
Holdings Inc. (“**LedgerX**”), and Genesis Global Capital LLC (“**Genesis**”), which in
turn were originally funded by the 4th Claimant through the Huiyin Group, with such
investments having been carried out at the 4th Claimant’s instructions:

LedgerX:

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- (a) In or around 2016, the 4th Claimant made the decision for the Huiyin Group to invest an aggregate amount of about USD 13.5 million in LedgerX. To this end, in December 2016, the 4th Claimant arranged for USD 10.2 million to be deposited into the 4th Defendant's Credit Suisse bank account (which has since been closed). Subsequently, in 2017, the 4th Claimant also arranged for a further RMB 22 million (approximately USD 3.3 million at the time) to be transferred to the 2nd Defendant's Credit Suisse bank account (which has since been closed), with instructions that it be transferred to the 4th Defendant for further investments into LedgerX. Pursuant to this instruction, USD 13,556,703 was invested into LedgerX and the 4th Defendant acquired LedgerX Series B and Series C Preference Shares, and convertible bonds in return.
- (b) In or around September 2021, FTX.US finalised its acquisition of LedgerX, and the LedgerX shares held by the 4th Defendant were sold. As a result of this, in or around September 2021 and September 2022, about USD 72.8 million (including certain director's allowances) was received by the 4th Defendant (the "**LedgerX Proceeds**"). The LedgerX Proceeds were deposited into the 4th Defendant's Silvergate bank account (which has since been closed). The LedgerX proceeds were then further distributed between the 3rd and 4th Defendants, and applied amongst others as follows:
- (i) to fund the 3rd and 4th Defendants' respective Fidelity securities accounts, which the 4th Claimant had instructed Mr Culver to set up on the 4th Claimant's behalf in December 2020; and
- (ii) USD 38 million to the 9th Defendant to facilitate the funding of its

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and/or its Subsidiaries' investments and/or activities (as to which see paragraph 45A below).

(c) In or around December 2021 and May 2022, the 4th Claimant instructed the 1st Defendant to transfer USD 10 million each (i.e. a total of USD 20 million) of the LedgerX Proceeds from the 4th Defendant's Silvergate bank account to the 3rd Defendant's Silvergate bank account (which has since been closed), and to then transfer the USD 10 million each on two occasions (i.e. a total of USD 20 million) to the 3rd Defendant's Fidelity account. The 4th Claimant then instructed Mr Culver to purchase assets with this sum under the 3rd Defendant's Fidelity account (see, sub-paragraph (e) below).

(d) In or around September 2022, the 4th Claimant had instructed the 1st Defendant to transfer USD 10 million of the LedgerX proceeds from the 4th Defendant's Silvergate bank account to the 4th Defendant's Fidelity account. The 4th Claimant then instructed Mr Culver to use the funds to purchase the 963,922 units of GBTC in the 4th Defendant's Fidelity account.

Genesis:

(e) In or around May 2022, the 4th Claimant had caused 70 million USDC which beneficially belonged to him to be staked with Genesis, in consideration for a loan of USD 70 million by Genesis, which proceeds were first deposited into the 3rd Defendant's account maintained with Genesis, at the 4th Claimant's instructions, and then subsequently into the 3rd Defendant's Fidelity account (to which the 4th Claimant had also instructed the transfer of USD 20 million of the LedgerX Proceeds: see, sub-paragraph (c) above). The 4th Claimant then instructed Mr Culver to use the funds to purchase the

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4,186,078 units of GBTC and 998,136 units of ETHE under the 3rd
Defendant's Fidelity account.

44C. The 3rd and 4th Defendants' Fidelity accounts were, prior to December 2023,
managed on the instructions of the 4th Claimant. In particular, there had been
Telegram group chats in which the 1st and 12th Defendants, Mr Culver, and the 4th
Claimant participated, wherein the 4th Claimant would give his instructions
regarding trades to be made under the Fidelity accounts, and Mr Culver would
report on trade settlements and the status of the Fidelity accounts and the Non-
Digital Assets maintained therein to the 4th Claimant (the "**Fidelity Group Chats**").
As recently as 29 November 2023, Mr Culver also provided a report of the GBTC
and ETHE contained in the said Fidelity accounts to the 4th Claimant in a bilateral
Telegram chat between them.

(iv) The 9th Defendant, W3 Cap Holding Co., Ltd

45. The 9th Defendant was incorporated by the 4th Claimant on 24 November 2021. The 4th Claimant is the ultimate beneficial owner of the 9th Defendant.

45.1. In or around September 2021, the 4th Claimant instructed the 1st Defendant to incorporate the 9th Defendant in the British Virgin Islands.

45.2. The 4th Claimant entered into an oral agreement with the 2nd Defendant that the 2nd Defendant would hold all the shares in the 9th Defendant, and along with the 9th Defendant, would hold the rights and/or entitlements to the underlying assets held through it and/or in its name, on trust for the 4th Claimant (the "**W3 Holding Agreement**").

Particulars

- (a) In or around September 2021, the 4th Claimant requested the 2nd Defendant to hold all the shares in the 9th Defendant, and along with the 9th Defendant, the rights and/or entitlements to the underlying assets held through and/or in its name on trust for him, as the ultimate beneficial owner of these shares and assets, and for her to be registered and act as the nominal director and shareholder of the 9th Defendant. The 2nd Defendant agreed in her personal capacity, and on behalf of the 9th Defendant in her capacity as its intended nominal sole director and nominal sole shareholder.
- (b) In reliance on and in accordance with the W3 Holding Agreement, in or around September 2021, the 4th Claimant instructed the 1st Defendant to make the necessary arrangements to register the 2nd Defendant as the nominal sole shareholder and director of the 9th Defendant.
- (c) As part of the W3 Holding Agreement, the 2nd Defendant also agreed that she was only to act in respect of the 9th Defendant in accordance with the 4th Claimant's instructions and to execute such corporate documents as she might be directed by the 4th Claimant to sign from time to time. The 2nd Defendant was therefore never involved in the actual management of the 9th Defendant.
- (d) By reason of the W3 Holding Agreement, the 2nd and/or 9th Defendants owed fiduciary duties to the 4th Claimant, including amongst others a duty to act in his best interests, duties of loyalty

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and good faith, and a duty to exercise of her powers as nominal sole director and nominal sole shareholder of the 9th Defendant solely in his best interests and/or solely in accordance with his instructions and/or authorisation.

45.3. The 4th Claimant provided the instructions and all necessary funding for the incorporation of the 9th Defendant, through his proxies or agents, which included the 2nd and 3rd Claimants.

45A. The 9th Defendant held the following assets as at 29 November 2023, for and on behalf of the 4th Claimant as the sole ultimate beneficial owner. It was the 4th Claimant, who had provided the funds for the 9th Defendant to acquire these assets, through his agents, companies and proxies.

- (a) 100% of shares in W3 ~~FO Capital Pte Ltd~~, a company incorporated in Singapore, and the underlying assets held through it and/or in its name (including amongst others a bank account maintained by W3 FO with UOB Singapore); and
- (b) Assets Bay and the underlying assets held through and/or in its name, which as last known included ~~Investments Limited ("Assets Bay"), a company incorporated in the British Virgin Island.~~ Assets Bay holds the United Overseas Bank Singapore ("~~UOB Singapore~~"), its paid-in capital of approximately USD 38.2 million, which included cash deposits of USD 32 million (which comprised of USD 5 million in a bank account with Credit Agricole and USD 27 million in bank accounts with UOB Singapore and Indosuez Wealth Management), and 100,000 shares in Coinbase Global,

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Inc., which shares it had acquired for 6 million USD.

(v) The 10th Defendant, **Create Fortune Pte. Ltd.**

45B. The 10th Defendant was incorporated on 15 December 2017. The 4th Claimant is the ultimate beneficial owner of the 10th Defendant. The 4th Claimant entered into an oral agreement with the 12th Defendant in or around November 2017, for the 12th Defendant to hold all the shares in the 10th Defendant, and along with the 10th Defendant, to hold the rights and/or entitlements to the underlying assets held through it and/or in its name, on trust for the 4th Claimant (**the “Create Fortune Agreement”**).

(a) In or around November 2017, the 4th Claimant informed the 12th Defendant that it was necessary for development of the blockchain and digital currency business to incorporate the 10th Defendant in Singapore. The 4th Claimant requested the 12th Defendant to hold all the shares in the 10th Defendant, and along with the 10th Defendant, to hold the rights and/or entitlements to the underlying assets held through and/or in its name, on trust for him, as the ultimate beneficial owner of these shares and assets, and for the 12th Defendant to be registered and to act as the nominal director and shareholder of the 10th Defendant. The 12th Defendant agreed in his personal capacity, and on behalf of the 10th Defendant in his capacity as its intended nominal sole director and nominal sole shareholder.

(b) In reliance on and in accordance with the Create Fortune Agreement, in or around November 2017, the 4th Claimant instructed his agents, Mr He and Ms Chen Xiaojie (“**Ms Chen**”), to make the necessary arrangements to

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incorporate the 10th Defendant and to register the 12th Defendant as the nominal sole shareholder and director of the 10th Defendant, as part of the incorporation process.

- (c) As part of the Create Fortune Agreement, the 12th Defendant also agreed that (a) he was only to act in respect of the 10th Defendant in accordance with the 4th Claimant's instructions, save for any investments made through the 10th Defendant into primary market projects which were of less than 1 million USD, in accordance with the 4th Claimant's directions as to the general investment strategy; and (b) he was to provide regular reports (whether verbally or in writing) on the performance of the 10th Defendant to the 4th Claimant and as and when the 4th Claimant requires. Paragraphs 43.4 and 43.5 above are repeated.
- (d) The 4th Claimant provided the instructions and all necessary funding for the incorporation of the 10th Defendant, through his proxies or agents, which included the 2nd and 3rd Claimants.
- (e) The 10th Defendant was mainly used for the 4th Claimant's investments into shares in the primary markets.
- (f) Specifically, ~~b~~Between 1 April 2021 to 18 October 2022 (both dates inclusive), the 10th Defendant invested USD 2,001,640-million into various projects, including Bitquery, Inc, FV Bank and Ngrave. It was the 4th Claimant who provided the funds which the 10th Defendant used to make investments through his agents, companies and proxies.
- (g) Apart from such investments, the 10th Defendant at all material times

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maintained assets in an account with UOB Singapore which as of 3 July 2023 contained USD 1,366,376.54 in deposits. To this end, Ms Sun Liqun (~~“Ms Sun”~~) – one of the Employees – had been the 10th Defendant’s treasurer since the beginning of 2019. From March 2019, the 4th Claimant instructed and authorised Ms Sun to operate the 10th Defendant’s UOB Singapore bank said account’s internet payment systems. On 20 December 2023, Ms Sun discovered that her password for accessing the 10th Defendant’s UOB Singapore bank account has been changed without her and the 4th Claimant’s knowledge ~~and as a result of which she and the 4th Claimant was have been~~ unable to access 10th Defendant’s UOB Singapore bank account since.

(h) By reason of the foregoing, the 10th and 12th Defendants owed the 4th Claimant fiduciary duties, the 12th Defendant held the shares in the 10th Defendant and/or the rights and/or entitlements to the underlying assets held by it or in its name on trust for the 4th Claimant, and the 10th Defendant held its underlying assets on trust for the 4th Claimant.

45BA. The abovementioned underlying Assets which were held in the name of the 10th Defendant, and which were held by it and the 12th Defendant on trust for the 4th Claimant, includes the Non-Digital Assets listed in the row corresponding to the 10th Defendant in **Annex E**.

(vi) The 11th Defendant, **Jumbo Access Investments Limited**

45C. The 11th Defendant was incorporated on 1 November 2017. The 4th Claimant is the ultimate beneficial owner of the 11th Defendant. The 4th Claimant

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entered into an oral agreement with the 12th Defendant that the 12th Defendant would hold all the shares in the 11th Defendant ~~and, along with the 11th Defendant, would hold the rights and/or entitlements to the underlying assets held in its name and/or through it,~~ on trust for the 4th Claimant (the “**Jumbo Agreement**”).

(a) In or around October 2017, the 4th Claimant informed the 12th Defendant that it was necessary for the development of his blockchain and digital currency business to incorporate the 11th Defendant in the British Virgin Islands. The 4th Claimant requested that the 12th Defendant hold~~s~~ all the shares in the 11th Defendant ~~and, along with the 11th Defendant, the rights and/or entitlements to the underlying assets held in its name and/or through it~~ on trust for him, as the ultimate beneficial owner of these shares ~~and assets,~~ and ~~for the 12th Defendant~~ to be registered ~~and to act~~ as the nominal director and shareholder of the 11th Defendant. The 12th Defendant agreed ~~in his personal capacity and on behalf of the 11th Defendant as its intended nominal sole director and nominal sole shareholder.~~

(b) In reliance on and in accordance with the Jumbo Agreement, in or around October 2017, the 4th Claimant instructed his agent, Mr He and Ms Shi to make the necessary arrangements to incorporate the 11th Defendant and to register the 12th Defendant as the nominal sole shareholder and director of the 11th Defendant, as part of the incorporation process.

(c) As part of the Jumbo Agreement, the 12th Defendant also agreed that (a) he was only to act in respect of the 11th Defendant in accordance with the 4th Claimant’s instructions, save for any investments made through the 11th Defendant into primary market projects which were less than 1 million USD

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pursuant to the general strategy and direction of investments decided by the 4th Claimant; and (b) he was to provide regular reports (whether verbally or in writing) on the performance of the 11th Defendant to the 4th Claimant and as and when the 4th Claimant requires. Paragraphs 43.4 and 43.5 above are repeated.

(d) The 4th Claimant provided the instructions and all necessary funding for the incorporation of the 11th Defendant, through his proxies or agents, which included the 2nd and 3rd Claimants.

(e) The 11th Defendant was mainly used for the 4th Claimants' investments into the primary market for digital currencies, using funds provided by the 4th Claimant.

(f) As the 12th Defendant had not submitted written reports of the 11th Defendant's performance and asset holdings to the 4th Defendant on a regular basis, until discovery and fuller disclosure by the Defendants, the Claimants are unable to specify fully the Non-Digital aAssets that are currently held by the 11th Defendant. Typically, the 11th Defendant would only be used as a vehicle to sign contracts with external parties. The Claimants have included the known investments made in the name of the 11th Defendant at Tables 2 and 3 of Annex C.

(g) By reason of the foregoing, the 11th and 12th Defendants owed the 4th Claimant fiduciary duties, the 12th Defendant held the shares in the 11th Defendant and/or the rights and/or entitlements to the underlying assets held by it or in its name on trust for the 4th Claimant, and the 11th Defendant held its underlying assets on trust for the 4th Claimant.

45D. The abovementioned underlying Assets which were held in the name of the 11th Defendant, and which were held by it and the 12th Defendant on trust for the 4th Claimant, includes a bank account with UOB Singapore (which was linked to a bank account with UOB Singapore in the name of the 12th Defendant), and the Non-Digital Assets listed in the row corresponding to the 11th Defendant in **Annex E**.

(vii) The Administration and Management of the
Foreign Companies and the Non-Digital Assets

46. As pleaded at paragraph 24D above, the DFG Platform (of which the Foreign Companies were a part) was created to replace the Huiyin Blockchain Venture. At all material times, the Huiyin Blockchain Venture and the DFG Platform (as well as its later successor in name, the Shengyi Platform) was managed by the 4th Claimant, who would lead other members of the leadership team (including the 1st and 12th Defendants and Mr Culver) in carrying out overall goal- or objective setting, delineating various authorisation limits, the appointment of persons to the leadership team, and assessing the performance of the Huiyin Group employees within the leadership team for the purposes of award of performance bonuses. Accordingly, aAt all material times since the incorporation/ acquisition of the Foreign Companies, all management decisions in relation to the assets, investments and operations of the Foreign Companies were made by or with the approval of the 4th Claimant by himself or through his proxies or agents on his instructions. Such management decisions included those implemented through delegated authority conferred by the 4th Claimant on officers appointed by him to manage the day to day operations of the Foreign Companies on his behalf from

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time to time, in accordance with and in order to carry out his instructions.

46.1. The 4th Claimant's proxies and agents included ~~his son, the 1st and 12th Defendants Mr Wo Quan and Mr Culver~~ one Mr Terence James Culver ("Mr Culver"). Specifically, in such capacity and as members of the Huiyin Group, the 4th Claimant: (a) appointed the 12th Defendant to no less than 10 senior positions within the leadership team of the Huiyin Group at various points of time from 2017 to 2021, including the deputy leader of the Huiyin Group international blockchain investment team (who was in charge of options), the product manager of the DFG Platform, the Executive Director of the Shengyi Platform and, as pleaded above, the CEO of DFG Platform; (b) appointed Mr Culver to the roles pleaded at paragraph 43.5 above; and (c) appointed the 1st Defendant as the *de facto* treasurer with the authorities and responsibilities in the manner pleaded at paragraphs 7, 37A and 46.4 above.

46.2. The 4th Claimant would meet in the course of each year with the 12th Defendant ~~Mr Wo Quan~~, Mr Culver and the 1st Defendant to report to and update the 4th Claimant on the status and progress of the overseas investments undertaken by the Foreign Companies, to discuss and receive the 4th Claimant's strategic directives, objectives and decisions, and to confirm the 4th Defendant's investment decisions. The 12th Defendant ~~Mr Wo Quan~~, Mr Culver and the 1st Defendant would also provide progress reports to the 4th Claimant as and when necessary, throughout the year.

46.3. From time to time, the 4th Claimant would also appraise the work performance of the 12th Defendant ~~Mr Wo Quan~~, Mr Culver and the 1st

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Defendant and decide on their roles and positions, bonuses, remuneration for their work in respect of the Foreign Companies.

46.4. The 4th Claimant had also delegated authority to the 1st Defendant, to act in accordance with his instructions in relation to the assets, investments and operations of the Foreign Companies, in that he had appointed the 1st Defendant as the *de facto* primary treasurer for (in addition to the Digital Assets) the fiat Non-Digital Assets held through the bank, exchange and/or securities accounts in the names of the Foreign Companies, the 2nd and 12th Defendants, which are set out in **Annex E**. To this end, the 4th Claimant directed for the 1st Defendant to be given access to and control over all the bank and/or securities accounts of the Foreign Companies, as well as the bank and/or exchange accounts of the 2nd and 12th Defendants, listed in **Annex E**, and in relation thereto, designated the 1st Defendant with responsibility to execute inter-account transfers subject to the 4th Claimant's instructions and/or authorisation. Consequently, the 1st Defendant owed fiduciary duties to the Claimants, and/or acted as trustee over such fiat Non-Digital Assets for the Claimants, and was to exercise her powers to deal with such fiat Non-Digital Assets solely for the benefit and/or purposes of the Claimants, and/or with the 4th Claimant's instructions and/or authorisation.

Particulars

(a) In July 2021, the 1st Defendant joined the Huiyin Group and was tasked by the 4th Claimant to assist him in managing work relating to the asset management or finances of some companies which are

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ultimately beneficially owned by the 4th Claimant.

(b) The 1st Defendant was tasked to take over the role of Mr He Bingyu (~~“Mr He”~~), who was tasked to handle part of the responsibilities of the Chief Financial Officer of the 3rd Defendant at that time.

(c) Pursuant to the above, the 4th Claimant instructed Mr He to perform a full handover of control and operation of bank accounts, relevant work, information and documents to the 1st Defendant and to induct the 1st Defendant into her new role. Accordingly, Mr He handed over the control and operation of rights of the following UOB Singapore bank accounts, ~~which belong to overseas companies that are ultimately beneficially owned by the 4th Claimant, to the 1st Defendant:~~

(i) the 4th Defendant, the 10th Defendant, the 11th Defendant and subsidiaries of the Foreign Companies’s United Overseas Bank UOB Singapore bank accounts bearing account no. 88-25531-18; and

(ii) the 2nd and 12th Defendants’ personal UOB Singapore bank accounts.

(iii) ~~the 4th Defendant’s Silvergate Bank account bearing account no. 5090022327;~~

(iv) ~~the 3rd Defendant’s Silvergate Bank account bearing account no. 5090022301;~~

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(v) ~~the 1st Claimant's Silvergate Bank account bearing account no. 5090001214;~~

(vi) ~~Silvery Capital Holding Company Limited's Silvergate Bank account bearing account no. 5090019125; and~~

(vii) ~~Matrix Limited's Silvergate Bank account bearing account number 5090016089.~~

(d) At that time, Mr Zheng Bing ("Mr Zheng") was tasked to handle part of the responsibilities of the Chief Financial Officer of the 3rd Defendant. The 4th Claimant also instructed Mr He and Mr Zhengbing to hand over to the 1st Defendant the operating rights of the following Silvergate bank accounts, which are ultimately beneficially owned by the 4th Defendant, through the Foreign Companies. ~~all documentary (both physical and electronic) records in relation to the 3rd and 4th Defendants' finances, including bank statements and records.~~ Post-handover, the 3rd and 4th Defendants' latest Silvergate Bank statements were sent to the 1st Defendant through Telegram each month, pursuant to her directions. This arrangement continued until the Silvergate Bank accounts were closed in the first quarter of 2023.

(i) the 4th Defendant's Silvergate Bank account bearing account no. 5090022327;

(ii) the 3rd Defendant's Silvergate Bank account bearing account no. 5090022301;

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- (iii) the 1st Claimant's Silvergate Bank account bearing account no. 5090001214;
 - (iv) Silvery Capital Holding Company Limited's Silvergate Bank account bearing account no. 5090019125; and
 - (v) Matrix Limited's Silvergate Bank account bearing account number 5090016089.
- (e) The 4th Claimant had also instructed Mr Zheng to handover all financial records (including bank statements in both hard copy and digital documents) to the 1st Defendant.

46.5 In addition to the above Non-Digital Assets which were held in the names of the Foreign Companies, and/or held by the 2nd and 12th Defendants, on trust for the 4th Claimant, the 2nd and 12th Defendants also held other Non-Digital Assets in bank or cryptocurrency exchange accounts maintained in their personal names, for and on behalf of and/or on trust for the 4th Claimant. Such Non-Digital Assets, which were beneficially owned by the 4th Claimant, were procured to be deposited by the 4th Claimant through his agents, companies and/or proxies, for purposes of investments and/or activities of, and/or to be carried out through or in the names of the Foreign Companies, for his sole and ultimate benefit. The accounts maintained by the 2nd and 12th Defendants which held Non-Digital Assets that the 4th Claimant indirectly funded in the above manner, and which he ultimately beneficially owns, included:

- (a) in the name of the 2nd Defendant: all bank account listed in the first

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row of Annex E, and an account with Kraken exchange, and all
assets held thereunder;

(b) in the name of the 12th Defendant: one bank account with UOB
Singapore held in his name, and all assets held thereunder.

46.6 By reason of the trust and confidence reposed in the 2nd and 12th
Defendants, and the authority vested in them by the 4th Claimant, as the
persons through whom such Assets in the bank and/or exchange accounts
were held, and/or pursuant to the DFG, SRIL, W3, Create Fortune, and
Jumbo Agreements (as the case may be), the 2nd and 12th Defendants owed
fiduciary duties to the 4th Claimant, and/or acted as trustees over such
Assets for the 4th Claimant, including the duty to act in the Claimants' best
interests and to exercise their powers to deal with such Assets solely in his
best interests and/or with the 4th Claimant's instructions and/or
authorisation.

III. ~~THE CLAIMANTS' CLAIMS IN RELATION TO THE DIGITAL ASSETS~~ ~~UNLAWFUL SEIZURE AND DISSIPATION OF THE ASSETS~~

(A) ~~The Digital Assets The 1st Defendant is liable to the 4th Claimant and/or
the Claimants for breach of contract~~

47. In respect of the Digital Assets, from at least 5 December 2023 onwards,
the 1st, 2nd, 3rd, 4th, 9th, 10th, 11th, and/or 12th Defendants embarked on an unlawful
scheme to seize control of the Digital Assets; purport that the Digital Assets were
beneficially owned by the 2nd Defendant instead of the 4th Claimant, refuse to

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~~account as to the whereabouts and status of the Digital Assets to the 4th Claimant and/or the Claimants, and/or dissipate such Digital Assets, as further detailed below. The 1st Defendant acted in breach of the Oral Agreement in failing to carry out the 4th Claimant's instructions and in carrying out other unauthorized acts in relation to the Digital Assets. Subject to discovery and provision of further particulars by the Defendants, the best particulars of the 1st Defendant's breach of the Oral Agreement are as follows:-~~

47.1 On 5 December 2023:

- (a) Sometime in the early hours of 5 December 2023, the 4th Claimant instructed the 1st Defendant to make various transfers of the cryptocurrencies: (i) 3.85 million USDC to the 1st Claimant's Binance Account; (ii) 1 million USDC to the 1st Claimant's Gate.io Account; and (iii) 1 million USDC to the 1st Claimant's OKX Account.
- (b) At or around 3am on 5 December 2023, Lu – an Authorised Individual – reported to the 4th Claimant that 3.85 million USDC had been received by the 1st Claimant's Binance Account and 1 million USDC had been received by the 1st Claimant's OKX Account. However, the 1 million USDC which were supposed to have been transferred by the 1st Defendant into the 1st Claimant's Gate.io Account was never received.

47.2 Between 6 and 7 December 2023:

- (a) In relation to the 1st Claimant's Binance Account:
 - (i) On or around 4.05pm on 6 December 2023, the 1st

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Defendant logged into the 1st Claimant's Binance Account without the 4th Claimant's knowledge, authorisation or consent using the Internet Protocol ("IP") address 220.255.53.223.

(ii) On or around 5.30pm on 6 December 2023, Lu discovered that he was unable to place orders and/or execute trades using the 1st Claimant's Binance Account as his trading rights had been suspended. Upon the recovery of access to the Binance account by the Claimants on 11 December 2023 and checking, Binance's Technical Support team informed Lu that the Application Programming Interface ("API") keys to the 1st Claimant's Binance Account had been deleted at or around 5.09pm on 6 December 2023 (UTC+0) (*i.e.* at 1.09am on 7 December 2023 (Shanghai time)) from IP address 220.255.53.223, located in Singapore.

(iii) The 1st Defendant had previously made an authorised login to the 1st Claimant's Binance Account using the IP address 220.255.53.223 on 6 December 2023 at approximately 10.40am. The purpose of this authorised log-in was for the update of an API for a transaction which the 4th Claimant had, through Mr Lu, instructed her to carry out. The 1st Defendant had reported the completion of this to the 4th Claimant and Mr Lu thereafter. As such, the Claimants were able to establish that the 1st Defendant used the IP address

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220.255.53.223.

- (b) In relation to the 1st Claimant's OKX Account:
- (i) On or around 5.17pm on 6 December 2023, the 1st Defendant logged into the 1st Claimant's OKX Account without the 4th Claimant's knowledge, authorisation or consent, again using the IP address 220.255.53.223.
 - (ii) On or around 5.30pm on 6 December 2023, Lu discovered that he was suddenly unable to place orders and/or execute trades using the 1st Claimant's OKX Account as his trading rights had been suspended.
 - (iii) On or around 1.09am on 7 December 2023 (Shanghai time), the 1st Defendant deleted the API keys of the 1st Claimant's OKX Account without the 4th Claimant's prior knowledge, authorisation or consent.

47.3 From 8 December 2023 to date:

- (a) ~~Between 8 and 9~~ On 12 December 2023, after the 4th Claimant recovered access to the below-mentioned accounts, he discovered abnormal withdrawals and transfers of his Digital Assets held in the 1st Claimant's Binance Account and OKX Account, which were not instructed or authorised by him. The withdrawals and transfers were carried out from the IP address 220.255.53.223. The 1st Defendant had wrongfully executed, permitted and/or facilitated these transfers.

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- (b) ~~From 9 December 2023 to date~~ In addition to the unauthorised withdrawals from the 1st Claimant's Binance and OKX Accounts, the 1st Defendant also made, permitted, and/or facilitated substantial unauthorised withdrawals of the Stolen Digital Assets from the Entrusted Digital Wallets to Impugned Wallets, without the 4th Claimant's knowledge, authorisation or consent.
- ~~(c) To date, the 1st Defendant has refused, neglected and otherwise failed to accede to the 4th Claimant's numerous demands to return and account for his Digital Assets.~~
- ~~(d) To date, the 1st Defendant continues to wrongfully exclude the 4th Claimant from accessing his Digital Assets.~~
- (e) A list of the Claimants' Digital Assets entrusted to the 1st Defendant as of 6 December 2023 is at **Annex C**. The Digital Assets in **Annex C** had a total estimated value of about USD ~~171,700,789.49~~ 192.3 million as of 19 February 2024.
- (f) A tabulation of unauthorised transfers of Digital Assets comprised of Listed Tokens that were executed, permitted and/or facilitated by the 1st Defendant from Entrusted Digital Wallets into Impugned Wallets from 8 December 2023 2024 to 8 February 2024, as a consequence of the facts and matters set out in paragraph 47 paragraph 11 above, is set out at Annex D.
- (g) In particular, pending continuing investigations, the 1st Defendant had executed, permitted and/or facilitated the following

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unauthorised transfers of Digital Assets to Impugned Wallets maintained with the 5th to 7th Defendants (i.e. cryptocurrency exchange operators), and/or other unknown private or exchange Impugned Wallets, across up to three levels of dissipation, with a large part of such Digital Assets discerned to have been received by the 12th Defendant via his exchange accounts and/or wallets, as particularised below:-

(Note: where pleaded below, all market values are estimations as of 19 February 2024, but are without prejudice to the Claimants' right to seek for the Digital Assets to be valued as of a different date and/or on a different basis.)

- (i) The “**Gate Dissipations**”: Transfers of the Digital Assets listed in S/N 1-17 and 38 of **Annex D** from the Entrusted Digital Wallets to Impugned Wallets maintained with Gate.io exchange, operated by the 5th Defendant (the “**Impugned Gate Wallets**”). The aggregate market value of the Digital Assets so dissipated is approximately USD 4.12 million as of 19 February 2024.

Immediately following upon the transfer set out in S/N 8 of **Annex D** which took place on 1 January 2024, i.e. from the Entrusted Digital Wallet (listed in col. C of Annex D) to the Impugned Gate Wallet (listed in col. F of Annex D), on 2 January 2024, Digital Assets comprising 5,610,202 ASTR were withdrawn from the account associated with the

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Impugned Gate Wallets, to wallet address a4dnrDeHZ1kw
hjSgLy33xqQnjQup2iM1YVRAupWJwoHPjbs (“Wallet
a4dnr”). This was then followed by the transfer on 12
January 2024, of approximately 5,560,295 ASTR from
Wallet a4dnr to the Impugned Binance Wallet (as defined
below) address aApwiZ6GbDJQoKJRwv62WBmTxhc6KvK
1K9oaWCDnNtvLB1E. The aggregate market value of the
Digital Assets so dissipated is approximately USD 960,000;

- (ii) The “**Kraken Dissipations**”: Transfers of the Digital Assets
listed in S/N 18-21 of **Annex D** from the Entrusted Digital
Wallets to Impugned Wallets maintained with Kraken
exchange, operated by the 6th Defendant (the “**Impugned
Kraken Wallets**”). The aggregate market value of the Digital
Assets so dissipated is approximately USD 11.52 million.

Immediately following upon the transfers set out in S/N 20-
21 of Annex D, i.e. of 2,258,792 RNDR from the Entrusted
Digital Wallets to the Impugned Kraken Wallets on 26
December 2023, and on the same day, the said RNDR
tokens were transferred to wallet address 0x975294377472
4b1C5d95E7d6d4FAa87F0F70820e (“**Wallet 0x975**”). On
16 January 2024 (UTC), 2,258,782 RNDR was then
dissipated from Wallet 0x975 to Binance deposit address
0xd72e05f99eae1c08099a7836904868ea920cdd72
 (“**Binance Deposit Wallet 0xd72**”), which is associated with

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the same Binance user-account as the Impugned Binance Wallets (as defined below). The aggregate market value of the Digital Assets so dissipated is approximately USD 11.39 million;

(iii) Transfers of the Digital Assets listed in S/N 22-34, 37 and 37A of **Annex D** from the Entrusted Digital Wallets to Impugned Wallets maintained with Binance exchange (the “**Impugned Binance Wallets**”). The aggregate market value of the Digital Assets so dissipated is approximately USD 49.93 million;

(iv) Transfers of the Digital Assets listed in S/N 35-36, 39-65 of **Annex D**, from the Entrusted Digital Wallets to Impugned Wallets of unknown association (“**Impugned Unknown Wallets**”). The aggregate market value of the Digital Assets so dissipated is approximately USD 38.60 million.

Immediately following upon the transfers set out in S/N 39-43 of Annex D, i.e. of 8,813,095 GLMR transferred from the Entrusted Digital Wallets to the Impugned Unknown Wallets on 16 January 2024, the Digital Assets listed thereunder were further dissipated from the Impugned Unknown Wallets to further unknown wallet(s), and thereafter to Binance Deposit Wallet 0xd72. On 17 January 2024, a total of 8,813,096 GLMR was deposited into the Binance Deposit Wallet 0xd72. The aggregate market value of the Digital

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Assets so dissipated is approximately USD 4.09 million:

- (v) By way of third-level dissipation, following upon the above deposits of the Digital Assets to the Impugned Binance Wallets and Binance Deposit Wallet 0xd72 set out in paragraphs 47.3(g)(i), (ii) and (iv) above, the relevant Binance account(s) associated with the Impugned Binance Wallets and Binance Deposit Wallet 0xd72 were then hollowed out by way of a series of transfers up to and including 22 February 2024 (being 2 days after the commencement of these proceedings and the filing of an injunction application, both on 20 February 2024), into wallets under the control of and/or maintained by as-yet-unidentified persons. As such, the aggregate market value of the Digital Assets originally stored in the Entrusted Wallets which were dissipated through the Impugned Binance Wallets as set out above, is at least USD 66.37 million.

47.3A The Impugned Gate and Binance Wallets through which the above Digital Assets were dissipated, via transfers of at least three levels, have since been identified as being associated with Gate.io and Binance user-accounts respectively which were registered and maintained in the name of the 12th Defendant (the “12D Gate Account” and “12D Binance Account” respectively). Further, the Impugned Kraken Wallet with address 7MpPM98aAquuw3gGLhf36pmiYEjtVN6FFcTNdctPtomLP9E5, which received the HDX tokens listed in S/N 18-19 of Annex D, was also identified

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as having been registered and maintained in the name of the 12th Defendant (the “12D Kraken Account”).

47.3B Amidst the above dissipative transfers from the Entrusted Digital Wallets, and the Impugned Gate, Kraken and Unknown Wallets, to the Impugned Binance Wallets, the 12D Binance Account was accessed multiple times between December 2023 and January 2024 from the Singapore IP address 220.255.53.223, being the same IP address used by the 1st Defendant. Paragraph 47.2(a)(iii) above is repeated.

47.3C In particular, dissipation of the Digital Assets in the form of the ASTR and ENJ tokens discussed below occurred notwithstanding that on 22 February 2024, the Honourable Justice Chionh Sze Chyi Mavis had issued the Order of Court no. HC/ORC 999/2024 (“**ORC 999**”) prohibiting the 1st to 4th Defendants from dealing with, disposing of, or diminishing the value of the said ASTR and ENJ tokens, and/or the fruits and proceeds thereof arising from any sale, disposal or transfer:

ASTR:

(ii) In or around 1 – 12 January 2024, approximately 264 million ASTR tokens were transferred from Entrusted Digital Wallets either: (a) directly to 12D’s Binance Account (as set out in S/N 26-43 of **Annex D**); and/or (b) indirectly through 12D’s Gate Account and Wallet a4dnr (as set out in paragraph 47.3(g)(iii) above), before being transferred to 12D Binance Account.

(iii) Thereafter, in or around 15 January 2024, the said ASTR tokens

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totalling approximately 264 million, were transferred out of 12D's Binance Account, to 4 private wallets (addresses YfuT5MLk1jaSazKTr1jPTWAPx24QPb1aX1weuvyZCdZD4gk, XoL4pyRBPDPjXNHM7ntkjKSBcbEDuJiG3Qf1cB322KoNmaN, ZJ2UujM1o41wgUs5JfJ3wyG5HVxE8iu6dtyCx2GD7fpfpyr, and XY2CX3kZqyQ3J3FQcJiaG2A5443V7wVzqxRXEfoggZpQKHc (collectively, the "4 ASTR Wallets"))).

(iv) Subsequently, during June to July 2024, whilst ORC 999 was in force the said 264 million ASTR tokens were transferred out from the 4 ASTR Wallets to other as-yet-unidentified wallets.

ENJ:

(v) Between 12 and 15 July 2024, a total of 14,582,835 ENJ tokens (which were amongst those listed in Annex C Table 1) were transferred out of 2 Entrusted Digital Wallets (S/N 768 and 891 of Annex A), to the wallet address enCniTZWDbeW9yPS5DoseMb1aL Nv8vhKaLivAD5FzhJQgipnu ("Wallet enCni"), of which controllers and/or owners are as yet unknown.

47.4 Following upon the above unlawful seizure of the Digital Assets, in or around December 2023, the The 1st Defendant ~~has since~~ unilaterally deleted all Telegram Group Chats, which were created to facilitate communications and workflow between the Token Transfer and Trading Teams that the 1st Defendant was a part of and by which the 4th Claimant would give his instructions in relation to the administration and operation of his Digital Assets, as well as her Telegram chats with the 4th Claimant.

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Further, the 1st, 2nd and 12th Defendants have since refused to communicate with the 4th Claimant.

47.4A The 1st Defendant has since December 2023 stopped adhering to instructions from the 4th Claimant as regards the Digital Assets entrusted to her for administration and management for the 4th Claimant, including for their return and for her to account for them, and stopped reporting to the Claimants all information concerning such Digital Assets, including their whereabouts, status, and proceeds. This extended to the Newly Listed Tokens and the Project Investments. The 1st Defendant has refused, neglected and otherwise failed to accede to the 4th Claimant's numerous demands to return and account for his Digital Assets, and continues to wrongfully exclude the 4th Claimant from accessing his Digital Assets. Similarly, in respect of the Digital Assets comprised in the returns from and/or entitlements under the Project Investments, and/or held by and/or through the 10th, 11th and/or 12th Defendants, around the same time as the 1st Defendant's above conduct, the 12th Defendant stopped adhering to instructions from the 4th Claimant, stopped reporting or providing information to the Claimants, and failed to account to the 4th Claimant for such Digital Assets (including as to their whereabouts, status, and proceeds).

47.5 On 26 January 2024, the Claimants instructed their lawyers, Drew & Napier LLC ("**D&N**") to write to the 1st Defendant to demand that she return him his Digital Assets ("**D&N 26.1.24 Letter**").

47.6 On 12 February 2024, the 1st Defendant's lawyers, M/s Rajah & Tann

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Singapore LLP (“**R&T**”), replied to D&N with the 1st Defendant’s allegation that all the Digital Assets belong to the 2nd and/or the 3rd Defendants (the “**R&T 12.2.24 Letter**”). In the R&T 12.2.2024 Letter, it was also asserted that the 1st Defendant had transferred all the Digital Assets to the 2nd and/or 3rd Defendants on 8 December 2023. To the extent any transfers of the Digital Assets were made without the 4th Claimants’ and/or the Claimants’ authority, such transfers were carried out by the 1st Defendant in breach of the D1 Oral Agreement.

47.7 Whilst asserting that all the Digital Assets had been purportedly transferred to and belonged to the 2nd and/or 3rd Defendants, and refusing to report to, grant access to, and/or account for the Digital Assets, the 1st, 2nd, and/or 12th Defendants had surreptitiously dissipated and/or facilitated the dissipation of the Digital Assets set out at paragraph 47.3(g) above, to the 12D Gate, Kraken and Binance accounts of the 8th Defendant and/or 12th Defendant (and beyond, as set out in paragraph 47.3C above). Further, so as to further obfuscate and delay the unravelling of such dissipative transfers, and the role of the 8th and/or 12th Defendant as a conduit for and/or beneficiary of such dissipation, the 1st, 2nd, and/or 12th Defendants shut out the Claimants from access to any information to evaluate and ascertain the status and whereabouts of all Digital Assets (including those held in the names of the 10th and 11th Defendants), and failed to report to and/or account for the same, all whilst the 12th Defendant had refused to appear and participate in these proceedings whilst leaving the 1st to 4th and 9th Defendants to defend these proceedings on the false pretext that the Digital Assets belong beneficially to the 2nd Defendant.

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47.8 The foregoing acts and/or omissions on the part of the 2nd and/or 12th Defendants are attributable to the 3rd, 4th, 10th, and/or 11th Defendants insofar as they pertain to Digital Assets held by, in the names of, and/or through these companies in respect of which the 2nd and/or 12th Defendants as the case maybe act as nominee director and shareholder, and/or over which the 2nd Defendant asserts beneficial ownership and/or over which the 12th Defendant has any right of access or control.

47A By reason of the matters pleaded above:-

- (a) the 1st, 2nd, 3rd, 4th, 10th, 11th and/or 12th Defendants are liable for to the Claimants for unlawful means conspiracy. Such parties wrongfully and with intent to cause loss to the Claimants by unlawful means, conspired and combined together to seize control of and dissipate the Digital Assets in breach of trust, fiduciary duties, and/or contract;
- (b) the 1st Defendant is liable for breach of the D1 Oral Agreement, and breach of trust and/or fiduciary duties, in respect of the above wrongful seizure and/or retention of the Digital Assets and/or Entrusted Digital Wallets; effecting, facilitating, and/or permitting the unauthorised transfer of the Digital Assets including to the 8th and/or 12th Defendants; failing to report to and/or account to the 4th Claimant and/or Claimants for the Digital Assets;
- (c) the 2nd Defendant is liable for inducing the 1st Defendant's above breach of the D1 Oral Agreement; dishonestly assisting in the 1st Defendant's breach of trust; and/or receiving the Digital Assets

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knowing that the same were wrongfully seized and

- (d) the 2nd, 3rd, and/or 4th Defendants are liable for breach of the DFG Agreement and/or SRIL Agreement, insofar as the 2nd Defendant's above wrongful conduct pertains to assets held by, in the name of, and/or through the 3rd and/or 4th Defendants;

(B) The Non-Digital Assets

~~48. The Claimants aver that by reason of the matters pleaded herein, the 1st Defendant is liable to the 4th Claimant and/or the Claimants for breaches of the Oral Agreement. In respect of the Non-Digital Assets, any two or more of the 1st to 4th and 9th to 12th Defendants, similarly jointly conspired and embarked on an unlawful scheme to in coordination wrongfully seize control of the Non-Digital Assets which they held on trust for the 4th Claimant. A list of the Non-Digital Assets is at Annex E. Pending continuing investigations, the above wrongful seizure of control took place, amongst others, in the following manner:~~

48.1. On or around 4 December 2023, unbeknownst to the 4th Claimant at the time the 12th Defendant procured Mr Feng Jian, an IT employee of the Huiyin Group, to grant the former access to the management account and password of the 'dfg.group' domain, allegedly for certain back-up purposes. This domain had been purchased by Mr Peng on the 4th Claimant's directions in or around 21 May 2018, and control thereover had subsequently on or around 30 November 2021 been provided by an IT employee of the Huiyin Group to Mr Culver, on the 4th Claimant's instructions.

48.2. Previously, Ms Chen had been appointed by the 4th Claimant to be the contact person for the Foreign Companies. On or around 7 December 2023, the 1st, 2nd and/or 12th Defendants wrongfully accessed Ms Chen's email account on the 'dfg.group' domain, and impersonated Ms Chen to write to the company secretarial services providers of the Foreign Companies to inform them that Ms Chen would no longer serve as the contact person for these companies and to request that the contact person be changed to the 1st Defendant and the 2nd Defendant instead. This was done without Ms Chen's or the 4th Claimant's knowledge, consent or authority.

48.3. On or around 8 December 2023, the 2nd Defendant also procured, without the 4th Claimant's consent or prior knowledge, a change in directorship over Silvery Capital, from Mr He, a Huiyin Group employee, to the 12th Defendant. Mr He had previously been the director of Silvery Capital from the point of its incorporation up until 8 December 2023 when such change occurred, at the 4th Claimant's authorisation and nomination.

48.4. On 7 December 2023, the 2nd Defendant sent Ms Chen a "Warning Notice", stating, alleging, among other things, that (a) she was the sole shareholder and director of the 3rd Defendant; that (b) Ms Chen is the 3rd Defendant's previous contact person in charge of incorporation; and that (c) Ms Chen had no right to engage any course of action that may change the shareholding structure of the 3rd Defendant.

48.5. On or around 11 December 2023, the 2nd Defendant instructed a law firm in Shanghai, Bright & Young Law Firm, to send Ms Chen a "Letter of

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Demand” demanding that Ms Chen return the official seal and other company documents of the 4th Defendant to the 2nd Defendant within 10 days of the letter, among other things. This came after the 1st Defendant had private contacted Ms Chen in early December 2023 to request that Ms Chen hand over to her the company seals and other materials of the Foreign Companies (which Ms Chen up till such point maintained on the instructions and authorisation of the 4th Claimant), to the 1st Defendant, which request Ms Chen had rejected on the 4th Claimant’s instructions.

48.6. On 20 December 2023, the 1st and/or 12th Defendants modified the password to the 10th Defendant’s bank account with UOB Singapore, resulting in the Employee Ms Sun, who had up until such point managed the said account in accordance with the 4th Claimant’s instructions and who had served as the financial officer for the 10th Defendant on the 4th Claimant’s nomination, losing access to such account.

48.7. On 14 March 2024, on behalf of the 2nd Defendant, Bright & Young Law Firm sent another “Letter of Demand” to Ms Chen demanding that Ms Chen return the official seal and other company documents of the 3rd Defendant to the 2nd Defendant within 10 days of the letter, among other things.

48.8. On 11 March 2024, the Claimants through D&N wrote to the lawyers for the 2nd to 4th Defendants, R&T, regarding whether the Claimants’ position that the beneficial ownership and right to control the 3rd, 4th and 9th Defendants belonged to the 4th Claimant was in dispute (the “**D&N 11.3.24 Letter**”). The Claimants also requested that, amongst other things:

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- (a) the 2nd Defendant sign all documents and do all things necessary to effect the transfer of all the shares of the Foreign Companies to the 4th Claimant and/or his nominees;
- (b) the 2nd Defendant revoke all her instructions to the officers and corporate secretarial services providers of the Foreign Companies not to take instructions from the 4th Claimant and/or his agents and to direct them to resume taking instructions from the 4th Claimant and/or his proxies and agents and no one else; and
- (c) the 2nd Defendant resign as director of the Foreign Companies and handover all directorships in the Foreign Companies to the 4th Claimant and/or his nominees.

On 22 March 2024, R&T responded to state that the 1st to 4th Defendants “deny the allegations set out at paragraphs 3 to 7 of the D&N 11.3.24 Letter”.

48.9. Further, the 2nd and/or 12th Defendants instructed and/or procured Mr Culver to stop taking instructions from the 4th Claimant, and from giving the 4th Claimant any information concerning the Non-Digital Assets. Mr Culver also claimed for the first time that all trading instructions required the 2nd Defendant's consent on the basis that she was the registered shareholder of the Foreign Companies.

48.10. The 1st Defendant also deleted the Fidelity Group Chats which evidenced that the Non-Digital Assets had previously been dealt with and/or managed on instructions from the 4th Claimant, and/or which evidenced

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the fact that she, the 12th Defendant and Mr Culver had, prior to or around 5 December 2023, accounted to the 4th Claimant as regards the Non-Digital Assets. Around the same time, the 12th Defendant also deleted his bilateral Telegram chat with the 4th Claimant. Consistent with the above, the 1st, 2nd and 12th Defendants have since then refused to communicate with the 4th Claimant.

48.11. Consequently, from in or around December 2023, the 1st, 2nd and 12th Defendants stopped taking instructions from and/or granting access to the 4th Claimant, accounting to him, and/or providing information to him regarding the business, affairs, and underlying Non-Digital Assets of the Foreign Companies and/or the Subsidiaries over which the 1st, 2nd, and/or 12th Defendants acted as nominees and/or trustees for the 4th Claimant, as the case may be, including in particular:

- (d) The 1st Defendant: All fiat assets maintained in accounts maintained in the names of the Foreign Companies and/or the Subsidiaries, and the 2nd and 12th Defendants, which the 4th Claimant had entrusted her with access to and oversight over;
- (e) The 2nd Defendant: The shares and underlying assets of the 3rd, 4th and 9th Defendants and their Subsidiaries, the 10% Share in 2C, and the assets held in her name (see: row corresponding to the 2nd Defendant in **Annex E**); and
- (f) The 12th Defendant: The shares and underlying assets of the 10th and 11th Defendant, the underlying assets comprised in the DFG Platform, and the assets held in his name (see: the rows

corresponding to the 12th Defendant in **Annex E**).

48.12. Quite apart from the above wrongful seizure, pending continuing investigations, the Claimants have ascertained that the 2nd, 3rd, and/or 12th Defendants, with the assistance of Mr Culver, had sometime in the course of 2024 directly or indirectly caused at least the Genesis proceeds in the form of 6.3 million DOT tokens worth about 41.79 million (see: paragraph [3(b)(v)] above), which was comprised in the Non-Digital Assets held on trust for the 4th Claimant and for which they were accountable to him, to be paid out to persons as-yet unknown, without notice to the 4th Claimant and/or his authorisation.

48.13. As a result of the matters pleaded above, the 4th Claimant has been wrongfully deprived of his management rights over, access to, and control of the Foreign Companies, the underlying Non-Digital Assets in their names or held through them and/or the Subsidiaries, and the 10% Share in 2C.

48.14. The foregoing acts and/or omissions on the part of the 2nd and/or 12th Defendants are attributable to the 3rd, 4th, 9th, 10th, and/or 11th Defendants insofar as they pertain to the Non-Digital Assets held by, in the names of, and/or through these companies in respect of which the 2nd and/or 12th Defendants as the case maybe act as nominee director and shareholder, and/or over which the 2nd Defendant asserts beneficial ownership and/or over which the 12th Defendant has any right of access or control.

IV. LIABILITY IN RESPECT OF THE DIGITAL ASSETS

(C) Liability for unlawful means conspiracy to seize control of and/or dissipate the Digital Assets

48A. The Claimants aver that by reason of the matters pleaded in Section III(A) above, the 1st, 2nd, 3rd, 4th, 10th, 11th and/or 12th Defendants, and/or any two or more of them are liable to the Claimants for unlawful means conspiracy. Such persons, wrongfully and with intent to cause loss to the Claimants by unlawful means, conspired and combined together to seize control of and dissipate the Digital Assets in breach of trust and/or fiduciary duties.

48B. Such combination and/or agreement to perform the acts complained of may be inferred from the matters pleaded at Section III(A) above, including without limitation:

(a) As set out in paragraph 47.2 above, the 1st Defendant deleted the API keys to the 1st Claimant's Binance and OKX Accounts, as a result of which, the Claimants and the Employees were no longer able to access the said Accounts and the Digital Assets therein.

(b) As set out in paragraphs 47.3(a), (f) and (g) above, the 1st Defendant executed, permitted and/or facilitated unauthorised withdrawals of Digital Assets from the Entrusted Digital Wallets (including the 1st Claimant's exchange accounts) which had been entrusted to her safekeeping and control, to Impugned Wallets, without the 4th Claimant's knowledge, authorisation or consent. In particular, the 1st Defendant executed, permitted and/or facilitated the dissipation of the

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Digital Assets which had been withdrawn from the Entrusted Wallets, at the first level, into the Impugned Gate, Kraken, Binance, and Unknown Wallets; at the second level, from among the unauthorised deposits into the Impugned Gate, Kraken and Unknown Wallets, Digital Assets were further dissipated to the Impugned Binance Wallets; and at the third level, from the Impugned Binance Wallets into as-yet-unknown wallets, as a result of which, the Impugned Binance Wallets have been almost entirely hollowed out.

(c) By the 1st Defendant's own position, she carried out at least some of the above unauthorised transfers of Digital Assets from the Entrusted Digital Wallets comprising the first level dissipation, on the instructions of the 2nd and/or 3rd Defendants, whilst the 2nd and/or 2rd Defendants contend that such Digital Assets belonged to them, in circumstances where they knew or ought to have known that the said Digital Assets belonged to, and were held by the 1st Defendant on trust for, the 4th Claimant, and such dissipation was in breach of trust and/or fiduciary duties.

(d) The Impugned Gate and Binance Wallets, and at least one Impugned Kraken Wallet, were registered and maintained with the respective exchanges in the names of the 12th Defendant. Paragraph 47.3A above is repeated. The 12th Defendant thereby procured, permitted and/or facilitated the use of his exchange accounts with Gate.io, Kraken and Binance for the purpose of enabling the dissipative transfers at the first, second and third levels stated above, in circumstances where he knew

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or ought to have known that the said Digital Assets belonged to, and were held by the 1st Defendant on trust for, the 4th Claimant, and such dissipation was in breach of trust and/or fiduciary duties.

(e) The 1st, 2nd, 3rd, 4th and/or 12th Defendants falsely denied the 4th Claimants' beneficial ownership over the Digital Assets, and falsely claimed instead that the said Digital Assets were beneficially owned by the 2nd and/or 3rd Defendants:

(f) The 1st, 2nd, 3rd, 4th, 10th, 11th, and/or 12th Defendants failed and/or refused to account to the 4th Claimant and/or the Claimants as to the status and whereabouts of the Digital Assets respectively directly or indirectly held by or through them and/or in their names.

(g) The 1st Defendant unilaterally deleted all Telegram group chats which evidenced that the Digital Assets had previously been dealt with and/or managed on instructions from the 4th Claimant and/or on his behalf, and/or which evidenced the fact that the same belonged to the 4th Claimant.

48C. The above were carried out in breach of fiduciary duties owed to the 4th Claimant by the 1st, 2nd, 3rd, 4th, 10th, 11th and/or 12th Defendants, in breach of trust, and/or in breach of contract, and with intention to injure the Claimants, such injury being (without limitation) the 4th Claimant's and/or Claimants' deprivation of rights of control, access, and/or ownership over the Digital Assets.

(D) ~~Further and/or in the alternative, the 1st Defendant is liable to the 4th Claimant and/or the Claimants for Liability for~~ breaches of trust and/or

fiduciary duties and accessory liability

49. To the extent that any of the Digital Assets were seized, retained by, and/or transferred to, the 1st, 2nd, 3rd, 4th, 10th, 11th and/or 12th Defendants'~~legal ownership~~, the 1st, 2nd, 3rd, 4th, 10th, 11th, and/or 12th Defendants hold and/or held the Digital Assets on trust for the 4th Claimant and/or the Claimants. The facts pleaded at Sections II and III(A) above are repeated in this regard, and further highlighted (without derogation therefrom) as follows.
- 49.1 In or around November 2021, pursuant to the D1 Oral Agreement, the 4th Claimant gave instructions for all necessary means and credentials to access and operate his Entrusted Digital Wallets to be transferred to the 1st Defendant to facilitate her duties in relation to the administration and operation of the Digital Assets.
- 49.2 At all material times, the 1st Defendant knew that the Digital Assets weare beneficially owned by the 4th Claimant and/or Claimants. In particular, the 1st Defendant was present at the signing of the Authorisation Agreements on 30 December 2021 and did not raise any issue with the statement in the agreements that the 4th Claimant "*owns all rights ... in the [Digital Assets]*".
- 49.3 Further, to the extent any of the Digital Assets were transferred to the 1st Defendant's legal ownership by reason of her holding the API-private keys ~~or API~~ to some of the cryptocurrency wallets which held the Digital Assets, they are held on trust by the 1st Defendant for the 4th Claimant.

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- (a) The means and credentials to access and operate the 4th Claimant's Entrusted Digital Wallets were transferred to the 1st Defendant for the sole purpose of facilitating the performance of her duties to administer and operate the Digital Assets in accordance with the 4th Claimant's instructions pursuant to the D1 Oral Agreement, and not to or for the benefit the 1st Defendant or any other parties or in accordance with the instructions of any other parties including the 2nd Defendant. The Claimants repeat paragraph 36 above.
- (b) As explained at paragraph 2 above, the 4th Claimant is the sole originator and/or contributor of the funds and/or means used to acquire the Digital Assets.
 - (i) As explained at paragraph 19 above, in or around 2014, the 4th Claimant started to invest in cryptocurrencies with his personal resources.
 - (ii) In 2014 and 2016, the 4th Claimant bought various physical and non-physical Bitcoins through an exchange. At the peak of the 4th Claimant's holdings, he held more than 10,000 Bitcoins. Over the years, these Bitcoins were traded and used to purchase other cryptocurrency tokens such as ETC and "DOT" tokens, which form part of the pool of Digital Assets.
 - (iii) The Digital Assets also comprise of cryptocurrency tokens which are returns from the 4th Claimant's investments in various primary market cryptocurrency projects.

(c) The 1st Defendant gave no consideration for the Digital Assets which were transferred to her control pursuant to the Oral Agreement.

50. Further and/or in the alternative, as the 4th Claimant's and/or the Claimants' agent in respect of the administration and operation of the Digital Assets, the 1st Defendant owed fiduciary duties to the 4th Claimant and/or the Claimants.

50.1 Pursuant to the Oral Agreement, the 1st Defendant agreed to be the 4th Claimant's and/or the Claimants' agent in respect of the administration and operation of the Digital Assets.

50.2 As the 4th Claimant's and/or the Claimants' agent in relation to the administration and operation of the Digital Assets, the 1st Defendant was accorded authority and/or power to effect transfers of the Digital Assets in accordance with the 4th Claimant's instructions. In particular, as explained at paragraph 30 above, the 1st Defendant was provided with all the necessary credentials to control and access the Entrusted Digital Wallets to facilitate her duties in relation to the administration and operation of the Digital Assets.

50.3 The 1st Defendant thereby consented to being accorded and entrusted by the 4th Claimant with discretion and power and the ability to unilaterally and significantly influence the 4th Claimants rights, position, legal and/ or practical interests in the Digital Assets.

50.4 In the circumstances, the 1st Defendant owed the 4th Claimant and/or Claimants the duty of good faith and honesty and the duty to administer and

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operate the Digital Assets for the 4th Claimant's and/or the Claimants' benefit.

51. However, the 1st Defendant acted in breach of trust and/or her fiduciary duties owed to the 4th Claimant. Subject to discovery and provision of further particulars by the Defendants, the best particulars the Claimants can give of the 1st Defendant's breaches of trust pertain to her ignoring or otherwise refusing to comply with the 4th Claimant's instructions with respect to the Digital Assets and the carrying out of, permitting, and/or facilitating other unauthorised acts in relation to the Digital Assets are as follows, without derogation from the matters set out in Section III(A) above:

51.1 The 4th Claimant and/or the Claimants repeat paragraphs 47.1 to 47.3C above.

51.2 The 1st Defendant also refused to recognise the 4th Claimant's beneficial ownership of the Digital Assets and continues to impede and/or exclude the 4th Claimant and/or the Claimants' from accessing the Digital Assets to the 4th Claimant's detriment by blatantly ignoring the 4th Claimant's and/or the Claimants' demands to return the Digital Assets.

51.3 The 1st Defendant also wrongfully executed, permitted and/or facilitated the dissipation of the Digital Assets from the Entrusted Wallets to the Impugned Wallets, as set out in paragraphs 47.3 – 47.3C above.

52. The Claimants aver that by reason of the matters pleaded herein, the 1st Defendant is liable to the 4th Claimant and/or the Claimants for breaches of trust and/or her fiduciary duties in relation to the administration and operation of the

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Digital Assets which were entrusted to her by the 4th Claimant to hold on his behalf.

52A. Further and/or alternatively, in respect of the Digital Assets held through or in the names of the 3rd, 4th, 10th, and/or 11th Defendants, and the Digital Assets over which the 12th Defendant has rights of management, access, and/or control by reason of his role as CEO of the DFG Platform and/or as nominee director and shareholder of the 10th and 11th Defendants, the 2nd and/or 12th Defendants (and/or the 3rd, 4th, 10th, and 11th Defendants to which the acts and omissions of the former are attributable) are liable to the 4th Claimant and/or the Claimants for breaches of trust and/or of their respective fiduciary duties owed to the 4th Claimant and/or Claimants. Sections II and III(A) are repeated in this regard. The 4th Claimant and/or Claimants highlight in particular the 2nd and 12th Defendants' conduct, acting in concert with the 1st Defendant, to wrongfully seize, retain, refuse access to, and/or failing to account for such Digital Assets.

52B. Further or alternatively, the 1st, 2nd, and/or 12th Defendants (and/or the 3rd, 4th, 10th, and 11th Defendants to which the acts and omissions of the former are attributable) are liable for dishonestly assisting in the above breaches of trust and/or fiduciary duties. Amongst others, their conduct was not honest by the ordinary standards of reasonable and honest people and they knew or ought to have known that by those standards their conduct was dishonest. Sections II and III(A) are repeated in this regard, and the following are highlighted without derogation therefrom:-

- (a) At all material times, these Defendants knew that the ultimate beneficial owner and sole funder of the Digital Assets was the 4th Claimant, and that the Digital Assets had at all times prior to the wrongful seizure of control

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from December 2023 been held and managed on behalf and on the instructions of the 4th Claimant, and not the 2nd Defendant. Nonetheless, these Defendants have falsely alleged that the Digital Assets were ultimately beneficially owned by the 2nd Defendant, including by way of affidavits filed by them or on their behalf in this action (in particular, 1st affidavits of the 1st, 2nd and 12th Defendants dated 28 March 2024 (respectively, “WQI1”, “SHM1” and “WQJ1”), in particular of which, the 1st and 2nd Defendants had made in their personal capacities as well as on behalf of the 3rd and 4th Defendants).

- (b) These Defendants additionally knew or ought to have known that the 1st Defendant’s conduct in transferring the Digital Assets listed in Annex D out of the Entrusted Wallets was unauthorised, and/or their seizure, refusal to account and/or retention of the Digital Assets, were in breach of trust and/or fiduciary duties by reason amongst others of their having been privy to the various agreements pleaded at Section II above, and/or the ensuing implementation thereof. Further, these Defendants were aware that they had given no consideration for any of the Digital Assets, all of which had been indirectly funded by the 4th Claimant. Further, by the 1st Defendant’s own position, the 2nd Defendant had instructed the transfers of the Digital Assets out of the Entrusted Wallets, thereby assisting in the 1st Defendant’s breach of trust and/or fiduciary duties, whilst the 12th Defendant facilitated the dissipation of Digital Assets entrusted to and in the custody of the 1st Defendant, through the 12D Gate and Binance Accounts, and paragraphs 47.3A to 47.3C above are repeated in this regard.

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52C. Further and/or in the alternative, insofar as the 2nd, 8th, and/or 12th Defendants directly or indirectly received and/or retained and/or exercise control over any of the Digital Assets, they are liable to account for all such Assets by reason of the fact that such Assets were received in circumstances where they knew or ought to have known that such Assets were held on trust for the 4th Claimant and/or Claimants, and/or were seized and/or dissipated in breach of trust and/or fiduciary duties. Sections II and III(A) and paragraphs 52A and 52B above are repeated in this regard. Without limitation, it is averred that:

- (a) the 2nd Defendant is liable for knowing receipt by reason of her purporting to exercising ultimate control over, retain and/or receive the Digital Assets on the false pretext that she is the ultimate beneficial owner thereof;
- (b) the 12th Defendant is liable for knowingly receiving the Digital Assets as pleaded at paragraphs 47.3 and 47.3A above as having been received by, or into wallets associated with, the 12D Gate, Kraken and Binance Accounts, whilst the 8th Defendant is liable for knowingly receiving the remainder of the Stolen Digital Assets.

52D. Further and/or in the alternative, by reason of the matters set out in the Sections II and III(A) and paragraphs 52A to 52C above, the 1st 2nd, 8th, and 12th Defendants' knowledge that the 1st, 3rd, 4th, 10th, 11th and/or 12th Defendants, as the case may be, had seized, and/or retained access, control and/or ownership of the Digital Assets nominally held by or through them and/or in their names, in breach of contract, trust and/or fiduciary duties, and/or their involvement in the wrongful seizure and/or retention of Digital Assets to the exclusion of the 4th Claimant and/or Claimants, made it unconscionable for each and all of them to

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directly or indirectly retain the benefit of the Digital Assets and/or any proceeds thereof in his/her/their possession, control or custody.

52E. As a result of the matters set out in paragraphs 52B to 52D above, the 1st, 2nd, 3rd, 4th, 8th, 10th, 11th, and/or 12th Defendants are liable to account to the 4th Claimant and/or the Claimants as constructive trustees on the grounds of dishonest assistance and/or knowing receipt, and/or on remedial constructive trust.

(E) Liability for breach of contract

52F. The 1st Defendant acted in breach of the D1 Oral Agreement, amongst others by reason of her failing to carry out the 4th Claimant's instructions, failing to account to the 4th Claimant and/or Claimants, denying access to the 4th Claimant and/or Claimants, and/or carrying out the unauthorised transfers of the Digital Assets. The Claimants repeat paragraphs 28-30, 37A, 47-47A above in this regard.

52G. The 2nd Defendant acted in breach of the DFG Agreement and the SRIL Agreement, amongst others, by permitting and/or facilitating the seizure, retention, denial of access, failure to account and/or report, and/or unauthorised transfers, of the Digital Assets held nominally in the name of, through, and/or by the 3rd and 4th Defendants in respect of which the 2nd Defendant was and is the nominal director and shareholder.

52H. The 12th Defendant acted in breach of the DFG WQJ Agreement, Create Fortune Agreement and Jumbo Agreement, and the 10th and 11th Defendants acted in breach of the Create Fortune Agreement and Jumbo Agreement respectively, amongst other by failing to act solely on the instructions and/or authorisation of the 4th Claimant, failing to account to the 4th Claimant and carrying out other

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unauthorised acts in relation to the Digital Assets, in particular in relation to the Project Investments. The Claimants repeat Sections II and III(A) above. By reason of the matters pleaded therein, the 10th, 11th, and/or 12th Defendants are liable to the Claimants for breaches of the above Agreements.

(F) ~~(C)~~ The 2nd and 12th Defendants are is liable Liability for inducing the breach of the D1 Oral Agreement between the 1st Defendant and the 4th Claimant

53. At all material times, the 2nd and 12th Defendants were ~~was~~ well aware that (a) the Digital Assets that were under the 1st Defendant's administration and operation were ultimately beneficially owned by the 4th Claimant; and that (b) the 1st Defendant's involvement in the administration and operation of the Digital Assets was pursuant to the 4th Claimant's appointment of the 1st Defendant as his agent.

53.1 Sometime between September 2023 and October 2023, the 2nd Defendant and the 4th Claimant had a family telephone conference call. Their children, the 1st Defendant and the 12th Defendant Mr We Quan, were with the 2nd Defendant at that time and participated in the call.

53.2 During the call, the 2nd Defendant asked that the 4th Claimant gives half of all his assets, including his Digital Assets to their children, with each of them receiving 25%. The 4th Claimant disagreed.

53.3 Subsequently, sometime in November 2023, the 2nd Defendant had another telephone call with the 4th Claimant and had also left the 4th Claimant multiple voice messages to where she reiterated her demand that the 4th

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Claimant gives half of his assets, including his Digital Assets, and half of his management rights in all the companies that he owned and controlled to their children. The 4th Claimant again disagreed.

53.4 At no point in time did the 4th Claimant relinquish his beneficial interests or management rights to the Digital Assets and in the Foreign Companies, through the Oral Agreement, 2C Agreement, DFG Agreement, SRIL Agreement and the W3 Holding Agreement.

54. Subject to discovery and provision of further particulars by the Defendants, the best particulars the Claimants can give of the 2nd Defendant's inducement of the 1st Defendant to breach the Oral Agreement with the 4th Claimant are as follows.

54.1 The 4th Claimant and/or the Claimants repeat Section III(A) above, in particular paragraphs 47.1 to 47.3C, 47.5 and 47.6 above.

54.2 In the R&T 12.2.24 Letter, the 1st Defendant asserted, among other things that:

- (a) The Digital Assets in the Entrusted Digital Wallets allegedly "*belong to and/or are otherwise owned by [the 3rd Defendant], which, in turn, is wholly owned by [the 2nd Defendant] ... the trust ultimate beneficial owner of the Digital Assets*";
- (b) On or around 6 December 2023, the 1st Defendant allegedly "*discovered there had been certain trades in the EUC Accounts which raised concerns*". The 1st Defendant "*reported this to [the 2nd Defendant], who instructed [the 1st Defendant] to disable [the Claimants'] access to the API keys to the EUC Accounts*"; and

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(c) *“On or around 8 December 2023, on [the 2nd Defendant’s] instructions, the [1st Defendant] transferred the Digital Assets to the [3rd Defendant/ the 2nd Defendant’s] wallets”.*

b. The Claimants deny the allegations in the R&T 12.2.2024 Letter at paragraphs 54.2(a) and 54.2(b) ~~54.3(a) and 54.3(b)~~ above. The claim in paragraph 54.2(c) ~~54.3(e)~~ above is also not admitted.

54A. Subject to discovery and provision of further particulars by the Defendants, the best particulars the Claimants can give of the 12th Defendant’s inducement of the 1st Defendant to breach her D1 Oral Agreement with the 4th Claimant are as follows.

(a) Paragraphs 47.3(g), and 47.3A – 47.3C above are repeated. It came to the Claimants’ attention by an email from the 5th Defendant on 18 April 2024 that between 8 December 2023 to 21 February 2024 (“**Relevant Period**”), a large number of the Digital Assets which the 4th Claimant had entrusted to the 1st Defendant was deposited into an account held in the 12th Defendant’s name (“**WQ Gate Account**”) on the Gate.io cryptocurrency exchange operated by the 5th Defendant (“**Deposits**”). The Deposits largely cohere with a list of unauthorised transfers of the 4th Claimant’s Digital Assets from 8 December 2023 onwards, at rows 1 to 17 of **Annex D**.

(b) During the Relevant Period, Digital Assets worth about USD 2.5 million (valued as at 18 April 2024) were withdrawn from the WQ Gate Account.

(c) The 1st Defendant gave a fictitious account of various matters in dispute in an 1st Affidavit made in this action on 28 March 2024 (“**1WQ**”) WQ11.

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including the false claims at paragraphs 31 – 33 about how the 12th Defendant and the 2nd Defendant were supposedly in charge of the trading strategy of an ill-defined “*Digital Finance Group*” which she abbreviated to “*DFG*”. This was done without differentiating as to whether the 1st Defendant was referring to the 3rd Defendant or not. The 1st Defendant also acknowledged in ~~4~~WQI1 the 4th Claimant’s claim that from 9 December 2023 onwards, the 1st Defendant made the unauthorised transfers of the 4th Claimant’s Digital Assets listed in rows 1 – 5, 7 – 9, 15 – 17, 21, 35 and 36 of **Annex D**. The 1st Defendant asserted in ~~4~~WQI1 that a number of such transfers were made “*in the ordinary course of DFG’s business upon [the 12th Defendant]’s instructions*” (emphasis added).

- (d) The 4th Claimant has never given the 12th Defendant permission to give the alleged instructions the 1st Defendant described in ~~4~~WQI1 as being “*in the ordinary course of DFG’s business*” concerning the 4th Claimant’s Digital Assets in **Annex D**. The 12th Defendant has thereby instigated the wrongful removal of the 4th Claimants’ assets in breach of trust duties owed to the 4th Claimant as well as his employment duties.

55. In the circumstances, to the extent that any unauthorised transfers of the Digital Assets made by the 1st Defendant were on the instructions of the 2nd and 12th Defendants, the 2nd and 12th Defendants are is liable to the 4th Claimant and/or the Claimants for inducing breaches of the D1 Oral Agreement.

~~(D) Further and/or in the alternative, the 2nd Defendant is liable to the 4th Claimant and/or the Claimants for breach of trust in relation to the Digital Assets which were held by her on trust for the 4th Claimant~~

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~~56. The 4th Claimant and/or the Claimants repeat paragraphs 54 and 55 above.~~

~~57. The Claimants repeat paragraphs 8 and 21.2(a) above. In the circumstances, some of the Digital Assets have been held in cryptocurrency wallets registered in the 2nd Defendant's name as the 4th Claimant's nominee. Such Digital Assets were, at all material times, ultimately beneficially owned by the 4th Claimant.~~

~~58. In the circumstances, to the extent that any of the Digital Assets held on trust by the 2nd Defendant for the 4th Claimant were the subject of any authorized transfers or trades made by the 1st Defendant on the 2nd Defendant's instructions, such transfers or trades that were instructed by the 2nd Defendant amount to breaches of trust in relation to the Digital Assets which were held by her on trust for the 4th Claimant and/or the Claimants.~~

(E) Further and/or in the alternative, the 1st — 4th and 12th Defendants are liable to the 4th Claimant and/or the Claimants Liability for conversion of the Digital Assets

59. The 4th Claimant and/or the Claimants aver that by reason of the facts and matters pleaded herein, the 1st, 2nd, 3rd, 4th, 8th, 10th, 11th, and/or 12th Defendants ~~1st — 4th and 12th Defendants~~ are liable to the 4th Claimant and/or the Claimants for the wrongful conversion of the Digital Assets. Subject to discovery and provision of further particulars by the Defendants, the best particulars the Claimants can give of this claim are as follows:

59.1 The 4th Claimant and/or the Claimants have rightful ownership title to the Digital Assets.

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59.2 The 4th Claimant had entrusted the access, control and dominion over the Digital Assets to the 1st Defendant for the sole purpose of facilitating her given task of administering and operating the Digital Assets on the 4th Claimant's instructions, pursuant to the D1 Oral Agreement.

59.3 As agreed in the D1 Oral Agreement, at no point did the 4th Claimant and/or the Claimants relinquish to the 1st – 4th and 12th Defendants the ownership rights or any rights to sell and dispose of the Digital Assets without the 4th Claimant's and/or the Claimants' instructions.

59.4 In fact, it was an essential term of the D1 Oral Agreement that the 1st Defendant was to act on the 4th Claimant's instructions at all times in her administration and operation of the Digital Assets.

59.5 The 4th Claimant and/or the Claimants repeat paragraphs 47.1 to 47.6 above.

59.6 The assertion in the R&T 12.2.24 Letter to the effect that the Digital Assets in the Entrusted Digital Wallets allegedly “*belong to and/or are otherwise owned by [the 3rd Defendant], which, in turn, is wholly owned by [the 2nd Defendant]*” shows that 1st – 3rd Defendant have denied or purported to deny the ownership rights of the 4th Claimant and/or Claimants to the Digital Assets. As part of the Digital Assets are nominally held by the 2nd – 4th Defendants directly, the continuing denial of the ownership rights of the 4th Claimant to the Digital Assets in this action by the 2nd – 4th Defendants constitutes conversion of those Digital Assets by the 2nd – 4th Defendants.

59.7 The 10th, 11th, and 12th Defendants have similarly refused to account for

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and denied access to the Digital Assets directly or indirectly held nominally through them or in their names or otherwise under their control, thereby similarly denying the ownership rights of the 4th Claimant and/or Claimants to the same.

60. To the extent that any of the ~~Stolen~~ Digital Assets ~~were~~ have been transferred to Impugned Wallets and/or other digital wallets owned or controlled by the 1st – 4th , 8th, and/or 12th Defendants ~~and to the WQ Gate Account~~, the 4th Claimant and/or the Claimants claim that the 1st – 4th , 8th, and 12th Defendants have wrongfully converted the Digital Assets for their own use and enjoyment, and/or wrongfully deprived the 4th Claimant and/or the Claimants (as the rightful owner) of the use and enjoyment of the Digital Assets.

(F) The 4th Claimant and/or the Claimants suffered loss and damage and their entitlement to equitable compensation

61. By reason of the aforesaid matters, the 4th Claimant and/or the Claimants have suffered loss and damage and/or are entitled to equitable compensation. The 4th Claimant and/or the Claimants claim against the Defendants damages and/or equitable compensation (to be assessed and without limitation as to such other basis for assessment as may be determined by the Court) in the form of the full value of the Digital Assets as at such date as may be determined by the Court, and/or without derogation from any entitlement for such higher or other sums and/or any alternative basis for assessment:

61.1 the profits that would have been made had the Digital Assets remained under the 4th Claimant's and /or the Claimants' control;

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61.2 less the profits actually made from the Digital Assets between 6 December 2023 to the date of judgment, where the value of such expected profits is greater than the actual profits made; and

61.3 add the losses in value of the Digital Assets between 6 December 2023 to the date of judgment.

62. The above are the best particulars that the Claimants can provide pending discovery.

(G) Further and/or in the alternative, the 1st to 4th Defendants and/or 8th and 10th to 12th Defendants are unjustly enriched by the Digital Assets

63. The 4th Claimant and/or the Claimants repeat Sections II and III(A) above, including in particular paragraphs 47.1 to 47.6 above.

64. Further and/or in the alternative, the Claimants aver that by reason of the matters pleaded herein, the 1st to 4th Defendants and/or 8th and 10th to 12th Defendants are liable to the 4th Claimant and/or the Claimants for unjust enrichment.

64.1 At all material times, the 4th Claimant and/or the Claimants are the rightful owners of the Digital Assets.

64.2 Pursuant to the Oral Agreement between the 1st Defendant and the 4th Claimant, the 1st Defendant was only entitled to unilaterally withdraw 10,000 USDC tokens per month as her remuneration for administering and operating the Digital Assets. The Digital Assets were worth approximately USD 172 million as of 19 February 2024.

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64.3 The 1st Defendant's wrongful act of seizing and/or retaining the Digital Assets, and/or transferring the Stolen Digital Assets to Impugned Wallets owned or controlled by her, the 2nd and 3rd Defendants and/or the 8th and 12th Defendants, and excluding the 4th Claimant and/or the Claimants access to the Digital Assets, whether in the Impugned Wallets or through any form of control by the 1st – 4th, and 8th, 10th, 11th and/or 12th Defendants, is an unjust enrichment at the 4th Claimant's and/or the Claimant's expense.

64.4 Such enrichment is unjust by reason, among other things, of the retention and/or holding of any such Digital Assets without the knowledge, consent or authority of the 4th Claimant and/or Claimants against the backdrop of the ~~4th Defendant's~~ various breaches of duties set out at Section III(A) above paragraphs 49 to 52 as well as the absence of any basis or consideration for the 1st to 4th, and 8th, 10th, 11th and/or 12th Defendants to retain or hold on to the Digital Assets.

(H) The 1st, 2nd, 3rd, 8th, 10th, 11th, and ~~8~~12th Defendants hold the Digital Assets on remedial constructive trust for the 4th Claimant

65. The Claimants repeat paragraphs 49 to 52 and 56 to 58.

66. The 1st, 2nd, 3rd, 8th, 10th, 11th and ~~12~~8th Defendants hold the Digital Assets on remedial constructive trust for the 4th Claimant.

67. At all material times, the 1st Defendant was fully aware, and know that, the Digital Assets are ultimately beneficially owned by the 4th Claimant. Further, the 1st Defendant was fully aware that the 1st, 2nd, 3rd, 8th, 10th, 11th and ~~12~~8th Defendants are not entitled to the Digital Assets.

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68. However, the 1st Defendant wrongfully carried out unauthorised transfers of the Stolen Digital Assets in Annex D to Impugned Wallets of which the 1st, 2nd, 3rd, 8th and/or the 12th Defendants own, control and/or know the passwords to, without the 4th Claimant's consent and wrongfully excluded the 4th Claimant from the Digital Assets that remain in the Entrusted Digital Wallets. In respect of the Digital Assets held by or through the 10th and/or 11th Defendants, the 12th Defendant acting for himself and for the 10th and 11th Defendants, wrongfully seized, retained, and/or excluded the 4th Claimant and/or the Claimants from access to and/or control over such Digital Assets.

69. The 4th Claimant is thus entitled to a declaration that the 1st, 2nd, 3rd, 8th, 10th, 11th and 12th Defendants hold the Digital Assets on remedial constructive trust for the 4th Claimant and/or the Claimants.

V. THE CLAIMANTS' CLAIMS IN RELATION TO THE SHARES IN THE FOREIGN COMPANIES, SUBSIDIARIES & 10% SHARE IN 2C & The NON-DIGITAL ASSETS

(A) The 1st, 2nd and 12th Defendants and the Foreign Companies are liable to the 4th Claimant for unlawful means conspiracy to seize control of the Foreign Companies and the underlying assets held through them and/or in their names

69A. The Claimants aver that by reason of the matters pleaded in Section III(B) above, the 1st, 2nd and 12th Defendants and the Foreign Companies, or any two or more of them are liable for jointly and unlawfully conspiring in coordination to seize control of the Foreign Companies and the underlying assets held through them

and/or in their names, with intent to injure the 4th Claimant. Such combination and/or agreement to perform the acts complained of may be inferred from, amongst others and without limiting the matters set out in Section IV(A) above, the following overt acts of the 1st, 2nd and 12th Defendants, which are attributable to them personally and to the Foreign Companies for which they were the sole nominal director, shareholder and/or treasurer, as the case may be:

- (a) The 12th Defendant took steps to procure access to the 'dfg.group' domain, and subsequent to this, either the 1st or 2nd Defendant caused an email to be sent from Ms Chen's email address on such domain to change the authorised contact person for the Foreign Companies to the 2nd Defendant. Thereafter, the 2nd Defendant took steps to exclude Ms Chen and/or the Claimants from access to the Foreign Companies' affairs. Paragraphs 48.1 to 48.3, 48.6 to 48.7 and 48.9 above are repeated.
- (b) The 2nd Defendant directly or indirectly procured a change in directorship over Silvery Capital from Mr He to the 12th Defendant. Paragraph 48.5 above is repeated.
- (c) The 1st and/or 12th Defendants modified the password to the 10th Defendant's bank account with UOB Singapore, as a result of which Ms Sun was no longer able to access the account. Paragraph 48.8 above is repeated.
- (d) Shortly after the 1st Defendant's unsuccessful request to Ms Chen for the handover of the company seals and other materials of the Foreign Companies, the 2nd Defendant instructed Bright & Young to send a lawyer's letter to Ms Chen demanding the return of the same. Paragraph

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48.5 above is repeated.

- (e) The 1st, 2nd and 12th Defendants stopped adhering to the 4th Claimants' instructions and providing information to him as regards the Foreign Companies, the Subsidiaries, and/or their underlying assets, and also instructed and/or procured Mr Culver to do the same. The 1st Defendant also unilaterally deleted the Fidelity Group Chats, and around the same time, the 12th Defendant deleted his bilateral Telegram chat with the 4th Claimant. Paragraphs 48.4 and 48.10 above are repeated.
- (f) The 1st, 2nd and 12th Defendants all denied the 4th Claimant's ultimate beneficial ownership to the Foreign Companies, the Subsidiaries, and/or their underlying assets, by falsely asserting that it is the 2nd Defendant who beneficially owns them instead. This is despite the Foreign Companies, the Subsidiaries and/or their underlying assets having all been indirectly funded by the 4th Claimant, and 1st, 2nd and 12th Defendants having provided no funding and/or consideration for them.
- (g) The 2nd and/or 12th Defendants, including with the assistance of Mr Culver, procured the transfer and/or dissipation of the Non-Digital Assets to yet-unknown persons, in particular, the Genesis Proceeds.

69B. The above acts carried out were in breach of the 1st, 2nd, 12th Defendants and/or the Foreign Companies' fiduciary duties owed to the 4th Claimant and/or in breach of trust and/or contract, with intent to injure the 4th Claimant, such injury being the deprivation of all rights of access, control, and/or ownership of the Non-Digital Assets. Further or alternatively, they were carried out in circumstances where the 1st, 2nd, 12th Defendants and the Foreign Companies knew or ought to

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have known that such acts were in breach of contract, fiduciary duties and/or trust owed to the 4th Claimant, and/or in breach of trust.

(A)(B) Further, the 2nd Defendant is liable-Liability to the 4th Claimant for breach of trust and/or fiduciary duties and/or breach of contract in relation to Non-Digital Assets the shares held on trust by her the 2nd Defendant

70. Pursuant to the 2C Agreement, DFG Agreement, the SRIL Agreement and the W3 Holding Agreement, the 2nd Defendant holds the 10% Share in 2C and all the shares in the 3rd, 4th and 9th Defendants Foreign Companies- as well as assets under accounts in her name maintained with UOB Singapore, Bank of America Merrill Lynch, Credit Agricole and Kraken, on trust for the 4th Claimants. Additionally, pursuant to the DFG Agreement, the SRIL Agreement and the W3 Holding Agreement, which the 2nd Defendant had entered into both in her personal capacity as well as for and on behalf of the 3rd, 4th and/or 9th Defendants, the 2nd Defendant along with the 3rd, 4th and/or 9th Defendants also held the underlying assets held through and/or in the names of the 3rd, 4th and/or 9th Defendants, including in particular all of the shares in their Subsidiaries (and in turn, the underlying assets held through and/or in the names of the Subsidiaries) on trust for the 4th Claimant. Section III(B) and paragraphs 49, 40, 43.2-43.5, 44.2, 45.3 and 53.4 are repeated in this regard, with the following highlighted without limitation therefrom.

70.1 The 4th Claimant provided the instructions and all necessary means and/or funding for the incorporation and/or acquisition of the 2nd Claimant (including the 10% Share in 2C) and the 3rd, 4th and/or 9th Defendants

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(and/or the Subsidiaries and/or the underlying assets held through them and/or in their names) Foreign Companies. The 2nd Defendant gave no consideration for the 10% Share in 2C and the shares in the 3rd, 4th and 9th Defendants (and/or their Subsidiaries and/or the underlying assets held through them and/or in their names) Foreign Companies. Nor did the 3rd, 4th, and/or 9th Defendants (and/or their Subsidiaries) give any valuable consideration and/or funding for the underlying assets held through them and/or in their names.

70.2 Pursuant to the 2C Agreement, DFG Agreement, the SRIL Agreement and the W3 Holding Agreement, the 2nd Defendant (in her personal capacity and for and on behalf of the 3rd, 4th, and 9th Defendants) also agreed to be the 4th Claimant's agent, trustee, and/or nominee, and to act only in accordance with the 4th Claimant instructions and to execute such corporate documents as she might be directed by the 4th Claimant to sign from time to time.

70.3 The 2nd Defendant (in her personal capacity and for and on behalf of the 3rd, 4th, and 9th Defendants) was therefore accorded and entrusted by the 4th Claimant with discretion and power and the ability to unilaterally and significantly influence the 4th Claimants rights, position, legal and/ or practical interests in the 10% Share in 2C and the 3rd, 4th and/or 9th Defendants Foreign Companies, (and their Subsidiaries and/or underlying assets held through them and/or in their names).

71. In the circumstances, the 2nd Defendant and the 3rd, 4th, and/or 9th Defendant (acting through the 2nd Defendant) at all material times owed the 4th

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Claimant the duty to perform her trust and fiduciary duties honestly and to act in good faith for the 4th Claimant's benefit.

72. However, the 2nd Defendant acted in breach of trust and/or her fiduciary duties owed to the 4th Claimant by (a) exercising the legal powers attached to her directorships and/or shareholdings to the 4th Claimant's detriment; (b) refusing to recognise the 4th Claimant's beneficial ownership in the 10% Share in 2C and the Foreign Companies 3rd, 4th and/or 9th Defendants (and the underlying assets held through them and/or in their names), and/or retaining and/or refusing to convey the shares in the 3rd, 4th and/or 9th Defendants (and the underlying assets held through them and/or in their names) Foreign Companies despite the 4th Claimant's demands; ~~and~~(c) making an affidavit filed on 28 March 2024 in this action, wrongfully claiming to be the true beneficial owner of the 10% Share in 2C and all the shares in the 3rd, ~~and~~ 4th and/or 9th Defendants ~~and W3 FO, the family office company owned by the 9th Defendant at paragraph 14 above;~~ (d) the 2nd Defendant exercising the legal powers attached to her directorship and/or shareholdings without authorisation and to the 4th Claimant's detriment, as detailed at paragraphs 48-48.14 above; and (e) procuring, permitting, and/or facilitating the transfer and/or dealing with the Non-Digital Assets held through and/or in the names of the 3rd, 4th, and/or 9th Defendants and/or their Subsidiaries, without the instruction and/or authorisation of the 4th Claimant, including in particular the Genesis Proceeds.

72A. Further or alternatively, insofar as the above wrongful acts and/or omissions on the part of the 2nd Defendant extend to the business, affairs, and underlying assets held through and/or in the names of the 3rd, 4th, and/or 9th

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Defendants, they are attributable to the 3rd, 4th, and/or 9th Defendants, as a consequence of which they are similarly liable for breach of trust and fiduciary duties owed to the 4th Claimant.

72B. Further or alternatively, by reason of the matters set out above, the 2nd Defendant has been unjustly enriched in respect of the shares in the Foreign Companies and/or Subsidiaries and/or the underlying assets held by and/or through them, whilst the 3rd, 4th, and/or 9th Defendants have been unjustly enriched by the underlying assets held by and/or through them, and/or holds such assets on remedial constructive trust for the 4th Claimant.

72C. Further or alternatively, the 1st and/or 12th Defendants are liable for dishonestly assisting in the perpetration of the above breaches of trust and/or fiduciary duties on the part of the 2nd, 3rd, 4th, and/or 9th Defendants in respect of the shares in these companies (and their Subsidiaries and/or underlying assets held through and/or in their names), by reason of amongst others the matters set out in Section V(A) above, in circumstances where they knew or ought to have known that such assets were at all material times beneficially owned by the 4th Claimant, and the seizure, retention, and/or transfer thereof were in breach of trust and/or fiduciary duties owed to the 4th Claimant.

72D. Further or alternatively, the 1st 2nd and/or 12th Defendant(s) is/are liable for breach of trust and/or fiduciary duties, and has/have been unjustly enriched, in respect of the fiat Non-Digital Assets held through and/or in the names of the 2nd, 3rd, 4th, 9th and/or 12th Defendants and/or the 3rd, 4th, 9th, 10th and/or 11th Defendants' Subsidiaries, in particular the assets held under bank accounts maintained with UOB Singapore, Bank of America Merrill Lynch, Credit Agricole,

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FV Bank, Morgan Stanley, and/or Summit National Bank as listed in **Annex E** in respect of which the operation and/or access had been vested in the 1st Defendant by the 4th Claimant, and , and/or hold such assets on remedial constructive trust for the 4th Claimant. Section V(A) and paragraphs 37A and 46.4 are repeated in this regard.

73. ~~The 2nd Defendant has also exercised the legal powers attached to her directorship and/or shareholdings to the 4th Claimant's detriment. Further or alternatively, by reason of the above, the 2nd, 3rd, 4th, and/or 9th Defendants acted in breach of the 2C Agreement, DFG Agreement, the SRIL Agreement and the W3 Holding Agreement respectively.~~

~~73.1 One Ms Chen Xiaojie ("**Ms Chen**") was appointed by the 4th Claimant to be the contact person for the Foreign Companies.~~

~~73.2 In or around 7 December 2023, the 1st and/or 2nd Defendant wrongfully accessed Ms Chen's email account and impersonated Ms Chen to write to the company secretarial services providers of the Foreign Companies to inform them that Ms Chen would no longer serve as the contact person for the companies and to request that the contact person be changed to the 1st Defendant and the 2nd Defendant instead. This was done without Ms Chen's or the 4th Claimant's knowledge, consent or authority.~~

~~73.3 On 7 December 2023, the 2nd Defendant sent Ms Chen a "Warning Notice", stating, alleging, among other things, that (a) she was the sole shareholder and director of the 3rd Defendant; that (b) Ms Chen is the 3rd Defendant's previous contact person in charge of incorporation; and that (c) Ms Chen had no right to engage any course of action that may change the~~

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~~shareholding structure of the 3rd Defendant.~~

~~73.4 On or around 11 December 2023, the 2nd Defendant instructed a law firm in Shanghai, Bright & Young Law Firm, to send Ms Chen a “Letter of Demand” demanding that Ms Chen return the official seal and other company documents of the 4th Defendant to the 2nd Defendant within 10 days of the letter, among other things.~~

~~73.5 On 14 March 2024, on behalf of the 2nd Defendant, Bright & Young Law Firm sent another “Letter of Demand” to Ms Chen Xiaojie demanding that Ms Chen return the official seal and other company documents of the 3rd Defendant to the 2nd Defendant within 10 days of the letter, among other things.~~

~~73.6 Further, the 2nd Defendant instructed Mr Culver to stop taking instructions from the 4th Claimant. The 2nd Defendant also claimed that all trading instructions required her consent on the basis that she was the registered shareholder of the Foreign Companies.~~

~~73.7 As a result of the matters pleaded above, the 4th Claimant has lost his management rights and control of the Foreign Companies.~~

~~74. The 2nd Defendant has refused to recognise the 4th Claimant’s beneficial ownership and/or refused to convey the 10% Share in 2C and the shares in the Foreign Companies.~~

~~74.1 On 11 March 2024, the Claimants instructed their lawyers, D&N, to write to~~

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~~the lawyers for the 2nd to 4th Defendants, R&T regarding whether the Claimants' position that the beneficial ownership and right to control the 3rd, 4th and 9th Defendants belonged to the 4th Claimant was in dispute (the "D&N 11.3.24 Letter").~~

~~74.2 In the D&N 11.3.24, the Claimants also requested that, amongst other things:~~

- ~~(a) the 2nd Defendant sign all documents and do all things necessary to effect the transfer of all the shares of the Foreign Companies to the 4th Claimant and/or his nominees;~~
- ~~(b) the 2nd Defendant revoke all her instructions to the officers and corporate secretarial services providers of the Foreign Companies not to take instructions from the 4th Claimant and/or his agents and to direct them to resume taking instructions from the 4th Claimant and/or his proxies and agents and no one else; and~~
- ~~(c) the 2nd Defendant resign as director of the Foreign Companies and handover all directorships in the Foreign Companies to the 4th Claimant and/or his nominees.~~

~~74.3 On 22 March 2024, R&T responded to state that the 1st to 4th Defendants "deny the allegations set out at paragraphs 3 to 7 of [the D&N 11.3.24 Letter].~~

(B)(C) The 12th Defendant is liable Liability to the 4th Claimant for breach of trust and/or fiduciary duties and/or breach of contract in relation to

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the Non-Digital Assets shares held on trust by him for the 4th Claimant
in the 10th and 11th Defendants & the DFG WQJ Agreement with
respect to the 3rd Defendant

74A. Pursuant to the Create Fortune Agreement and the Jumbo Agreement, the
12th Defendant is the sole director of and holds all of the shares in the 10th and 11th
Defendants and the underlying assets held through them and/or in their names, as
well as assets under a UOB Singapore account in his name, on trust for the 4th
Claimant.

- (a) The 4th Claimant provided the instructions and all necessary means and/or
funding for the incorporation of and the subscription of shares in the 10th
and 11th Defendants, and/or underlying assets held through and/or in their
names, as well as the above UOB Singapore bank account. The 12th
Defendant gave no consideration for his shares in the 10th and 11th
Defendants, and/or such other assets.
- (b) Pursuant to the Create Fortune Agreement and the Jumbo Agreement, the
12th Defendant also agreed that he was only to act in respect of the 10th to
11th Defendants in accordance with the 4th Claimant's instructions, save for
any primary market projects investments made through the 10th to 11th
Defendants, and/or through his own name (the latter of which are listed at
S/N 61-66 of Annex C, Table 3), into primary market projects which were
less than USD 1 million and were in accordance with the 4th Claimants
instructions as to the general strategic direction of investments. The returns
on and/or entitlements arising from such investments were nonetheless
agreed to be held by the 10th – 12th Defendants (as the case may be) on

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trust and on the behalf of the 4th Claimant;

- (c) The 12th Defendant (acting for himself and for and on behalf of the 10th and 11th Defendants) was therefore accorded and entrusted by the 4th Claimant with discretion and power and the ability to unilaterally and significantly influence the 4th Claimant's rights, position, legal and/ or practical interests in the 10th and 11th Defendants as well as any assets held through them for the 4th Claimant.
- (d) In the circumstances, the 12th Defendant and the 10th and 11th Defendants (acting through the 12th Defendant) at all material times owed the 4th Claimant the fiduciary duty to perform his trust and/or fiduciary duties honestly and to act in good faith for the 4th Claimant's benefit.
- (e) However, the 12th Defendant acted in breach of trust and/or his fiduciary duties owed to the 4th Claimant by (a) refusing to recognise the 4th Claimant's beneficial ownership in the 10th to 11th Defendants and the underlying assets held through them and/or in their names, and/or by him personally, by reason of the matters set out in Section III above, including in particular, making various false statements in an affidavit made in this action on 28 March 2024 ("1JWQ"), WQJ1, including at paragraph 7 thereof 1JWQ, where he stated that it was the 2nd Defendant who had provided the funds for investment into various startup projects in the cryptocurrency industry by the DFG Platform, which included the 10th to 11th Defendants; and (b) failing to account to the 4th Claimant and/or refusing to act in respect of the 10th and 11th Defendants and the underlying assets held through them and/or in their names and/or by him personally, in accordance with the 4th

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Claimant's instructions.

74B. On account of the allegations and various statements made in WQJ1
1JWQ, the 12th Defendant has also repudiated his obligations owed to the 4th
Claimant under the DFG WQJ Agreement at paragraph 43.4 above. The 12th
Defendant 4th-Claimant is therefore acting in breach of contract, trust and/or his
fiduciary duties owed to the 4th Claimant by refusing to manage and operate the
10th and 11th Defendants, their Subsidiaries, and/or underlying assets held through
or in their names 3rd-Defendant in accordance with the DFG WQJ Agreement.

74C. Further or alternatively, insofar as the above wrongful acts and/or
omissions on the part of the 12th Defendant extend to the business, affairs, and
underlying assets held through and/or in the names of the 10th and 11th Defendant,
they are attributable to the 10th and 11th Defendants, as a consequence of which
they are similarly liable for breach of trust and fiduciary duties owed to the 4th
Claimant.

74D. Further or alternatively, by reason of the matters set out above, the 12th
Defendant has been unjustly enriched in respect of the shares in the Foreign
Companies and/or the underlying assets held by and/or through them, whilst the
10th and/or 11th Defendants have been unjustly enriched by the underlying assets
held by and/or through them, and they hold such assets on remedial constructive
trust for the 4th Claimant.

74E. Further or alternatively, the 1st and/or 2th Defendants are liable for
dishonestly assisting in the perpetration of the above breaches of trust and/or
fiduciary duties on the part of the 10th and/or 11th Defendants in respect of the
shares in these companies (and/or underlying assets held through and/or in their

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names), by reason of amongst others the matters set out in Section V(A) above, in circumstances where they knew or ought to have known that such assets were at all material times beneficially owned by the 4th Claimant, and the seizure, retention, and/or transfer thereof were in breach of trust and/or fiduciary duties owed to the 4th Claimant.

74F. Further or alternatively, the 1st and/or 12th Defendant is liable for breach of trust and/or fiduciary duties in respect of the fiat Non-Digital Assets held through and/or in the names of the 10th and/or 11th Defendants, in particular the assets held under bank accounts maintained with UOB Singapore in respect of which the operation and/or access had been vested in the 1st Defendant by the 4th Claimant, and/or they hold such assets on remedial constructive trust for the 4th Claimant. Section V(A) and paragraphs 7, 37A, 43.4, 45B, 45C, 46.4 and 52H, are repeated in this regard.

74G. Further or alternatively, the 12th Defendant is liable for breach of trust and/or fiduciary duties in respect of the Non-Digital Assets held through and/or in the names of the 10th and/or 11th Defendants, which were under his control and/or management in his capacity as CEO of the DFG Platform. Section V(A) and paragraphs 43.4, 45B and 45C are repeated in this regard.

(C)(D) Loss and damage and equitable compensation

75. By reason of the aforesaid matters, the 4th Claimant have suffered loss and damage and/or are entitled to equitable compensation. The 4th Claimant ~~and/or the Claimants~~ seek from the Defendants damages and/or equitable compensation (to be assessed) in the form of the full value of the Non-Digital Assets which he has

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been deprived of as at such date as may be determined by the Court, and/or without derogation from any entitlement for such higher or other sums and/or any alternative basis for assessment:

- a. the profits that would have been made had the management rights to and control of the ~~Foreign Companies~~ Non-Digital Assets remained with the 4th Claimant;
- b. less the profits actually made from the investments made or assets owned by the Foreign Companies between 6 December 2023 to the date of judgment, where the value of such expected profits is greater than the actual profits made; and
- c. add the losses incurred as a result of the 1st ~~and/or~~ 2nd and/or 12th Defendant's~~'s~~ management of the investments and assets of the Foreign Companies between 6 December 2023 to the date of judgment.

76. The above are the best particulars that the Claimants can provide pending discovery and/or further particulars provided by the Defendants.

AND THE CLAIMANTS CLAIM

In respect of the Digital Assets:

- (1) A declaration that the 1st to 4th, 8th, 10th to and 12th Defendants hold the Digital Assets, whether owned by the 4th Claimant directly or through the 1st to 3rd Claimants and 2nd to 4th Defendants, on trust and/or constructive trust for the 4th Claimant and/or the Claimants, and in that connection;
- (2) An order that the 1st to 4th, 8th, 10th to 12th Defendants do forthwith

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deliver up and/or return the Digital Assets that are in their possession and/or their control to the 4th Claimant and/or the Claimants;

(3) An order that the 1st to 4th, 8th, 10th to 12th Defendants do forthwith, provide to the Claimants a full and complete account of the movement of the Digital Assets, or such money, ~~or~~ funds or proceeds representing the value of the Digital Assets as have been possessed or received by ~~the~~ such Defendants or by any person on their behalf or to their order after 6 December 2023 or from such other date from which the 1st Defendant may be found to have effected any unauthorised disposals of the Digital Assets;

(4) A tracing order in respect of the Digital Assets, or any part thereof, for the Claimants to trace and recover the assets or the proceeds thereof into which the Digital Assets have been converted, if any, and an order that any and all such assets and/or proceeds shall forthwith be delivered up to the Claimants;

(5) An order for payment by the 1st to 4th, 8th and 10th to 12th Defendants to the Claimants of all sums found to be due to the Claimants on the taking of an account, including interests, benefits, profits and/or traceable assets, and/or equitable compensation to be assessed in respect of any and all breaches of trust and/or fiduciary duty, dishonest assistance and/or knowing receipt, in respect of the Digital Assets as against the 1st – 4th, 8th and 10th to 12th Defendants;

(6) Further or alternatively, damages to be assessed; in respect of any losses

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~~as a result of breaches of trust by any of the 1st to 4th, 8th and 812th
Defendants, by reason of imposition of a constructive trust over the Digital
Assets, whether owned by the 4th Claimant directly or through the 1st to 3rd
Claimants and 2nd to 4th Defendants, as well as their fruits and proceeds (if
disposed of);~~

- (7) A declaration that the 4th Claimant is the true beneficial owner of the Digital Assets;
- (8) An order that each of the 5th to 7th Defendants disclose to the 4th Claimant, in respect of each specific Impugned Wallet hosted by them on their respective cryptocurrency exchange
 - (a) the current balances of each such Impugned Wallet that are traceable to the Digital Assets;
 - (b) information and documents collected by the respective Defendant in relation to each such Impugned Wallet hosted by them; and
 - (c) details of all transactions involving each Impugned Wallet hosted by them from the dates on which the Digital Assets were credit against each such Impugned Wallet.

~~In respect of the shares in the Foreign Companies (and their underlying assets)
and the 10% Share in 2C;~~

- ~~(9) A declaration that the 1st Defendant is liable to the 4th Claimant and/or the Claimants for breach of the D1 Oral Agreement; the 2nd, 3rd, 4th, and 9th Defendants are liable to the 4th Claimant and/or Claimants for breach of the~~

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DFG Agreement, SRIL Agreement, and W3 Holding Agreement; the 12th, 10th, and 11th Defendants are liable to the 4th Claimant and/or Claimants for breach of the Create Fortune Agreement and Jumbo Agreement;

(10) A declaration that the 1st to 4th, 8th and 10th to 12th Defendants had been unjustly enriched in respect of the Digital Assets which each of them had seized, received, and/or retained, and/or hold the same on remedial constructive trust for the 4th Claimant and/or Claimants;

(11) A declaration that the 1st to 4th, 8th and 10th to 12th Defendants or any two or more of them had unlawfully conspired to wrongfully seized, retain, and/or dissipate the Digital Assets (and any and all proceeds, benefits, assets and/or properties therefrom);

In respect of the Non-Digital Asset:

(9) (12) A declaration that the 4th Claimant is the true beneficial owner of the 10% Share in 2C as well as all the shares of the Foreign Companies and the rights and entitlements to the underlying assets held through the Foreign Companies and/or the Subsidiaries, and/or in their names; and that the 1st to 4th and 9th to 12th Defendants acted in breach of trust and/or fiduciary duties in respect of the Non-Digital Assets held through or in the names of the Foreign Companies;

(10) (13) An order that the trusts of the 10% Share in 2C and all of the shares in the Foreign Companies (and the rights and entitlements held through the Foreign Companies and/or the Subsidiaries, and/or in their names) that are held in the names of the 2nd Defendant and the 12th Defendant in favour of

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the 4th Claimant as the true beneficial owner be terminated, with all such shares held in the name of the 2nd Defendant and the 12th Defendant in the 10% Share in 2C and the Foreign Companies the Foreign Companies and/or the Subsidiaries, and/or in their names forthwith transferred to the 4th Claimant and/or his nominee;

~~(11)~~ (14) An order that the 2nd Defendant and the 12th Defendant resigns and handover all ~~her~~ their directorships in the Foreign Companies to the 4th Claimant and/or his nominees;

~~(12)~~ (15) An order that the 1st Defendant, ~~and/or~~ 2nd Defendant and/or 12th Defendant and/or the Foreign Companies; (a) disgorge and account for all the shares in the Foreign Companies and their Subsidiaries, and all underlying trust assets or properties of the Foreign Companies (and any and all proceeds, benefits, assets and/or properties therefrom) that are subject to the trusts binding on the 1st, 2nd and/or 12th Defendants; (b) sign all documents and do all things necessary to effect the transfer of control and ownership of all such assets and properties to the 4th Claimant or such nominees as he may direct;

(16) An order for an inquiry as to what has become of the Non-Digital Assets, and that the 1st, ~~and/or~~ 2nd and/or 12th Defendants and/or the Foreign Companies, provide full updated reports as to all financial operations, status, location and values of all assets, investments and funds (and any and all proceeds, benefits, assets and/or properties therefrom) of the Foreign Companies and their Subsidiaries, from 6 December 2023 to the date of any judgment made in this action, and an order for payment of all

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sums found due to the 4th Claimant and/or delivery up forthwith of any and all such assets, investments, and funds, and any and all such proceeds, benefits and/or properties therefrom, on such account and inquiry;

~~(13A)~~ (17) A tracing order in respect of the assets held by the Foreign Companies, or any part thereof, for the Claimants to trace and recover the assets or the proceeds thereof into which such assets have been converted, if any, and an order that any and all such assets and/or proceeds shall forthwith be delivered up to the 4th Claimant and/or his nominees;

~~(13B)~~ (18) Equitable compensation for the breaches of trust and/or fiduciary duties on the part of the 1st, 2nd, 12th Defendants and/or the Foreign Companies~~Further damages to be assessed in respect of any losses as a result of breaches of trust by any of the 1st to 4th and 12th Defendants, including by reason of imposition of a constructive trust over the assets held by the Foreign Companies, as well as their fruits and proceeds (if disposed of);~~

(19) A declaration that the 1st Defendant is liable to the 4th Claimant and/or the Claimants for breach of the D1 Oral Agreement in respect of the fiat Non-Digital Assets which were under her control and/or oversight; the 2nd, 3rd, 4th, and/or 9th Defendants are liable to the 4th Claimant for breach of the DFG Agreement, SRIL Agreement, and W3 Holding Agreement; the 12th, 10th, and/or 11th Defendants are liable to the 4th Claimant for breach of the Create Fortune Agreement and Jumbo Agreement;

(20) A declaration that the 1st, 2nd, 3rd, 4th, 9th, 10th, 11th, and/or 12th Defendants had been unjustly enriched in respect of the Non-Digital Assets which each

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of them had seized, received, and/or retained, and/or hold the same on
remedial constructive trust for the 4th Claimant and/or Claimants;

(21) A declaration that the 1st, 2nd, 3rd, 4th, 9th, 10th, 11th, and/or 12th Defendants
or any two or more of them had unlawfully conspired to wrongfully seized,
retain, and/or dissipate the Digital Assets (and any and all proceeds,
benefits, assets and/or properties therefrom);

(22) Damages to be assessed;

General:

(14)(23) All necessary and consequential accounts, inquiries and directions
be taken and made;

(15)(24) Interest on a compounded basis or otherwise to be calculated in
such manner as may be determined by this Honourable Court;

(16)(25) Costs on an indemnity basis; and

(17)(26) Such further and/or other reliefs as this Honourable Court deems fit
to grant.

Re-dDated this 6th ~~17th~~ day of May ~~July 2024~~[xx] day of [xx] 2025.

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[certification]

ANNEX A

List of addresses of the 4th Claimant's digital wallets including wallets held on various cryptocurrency exchanges containing his Digital Assets that were entrusted to the 1st Defendant, as at 6 December 2023

1. 0x14A64596D1B86B8251b144e8D37b1FbA9876c495
2. 0xb2d3592120d07556C7BC1a275FC91D047E065940
3. 0xc3d31B7a26b9DB8e8199b9ABB39B73Ef196fd537
4. 0x3D04e630C257E3e49fc49D0b1de40D2499636E6C
5. 0x46dC070400595715DDb0Da58e4B9E9681b9786D6
6. 0xab2887E7708f357850140A978997f3AA05E3256b
7. 0xAd525DDb8D903756bF328Fd09aFb3db3bd4d8ADA
8. 0XCAfD2C24244c04395fF407942495eFd5EcD47388
9. 0xBC2fB0c34089a601225A0F03083Ee048dE738A06
10. 0x4b373311002E98f581Bc1F5d6E4d781AB37c67bF
11. 0x9c172634BeF0f5359aCf5F07A54100790aE74789
12. 0xB96279D9d3E0F601907BB391C461672EDD9Fc734
13. 0xD57a352ADEbAfe028740042A7B826cb566BeD38D
14. 0xBc24A2a096B0A51e185f8ec3714DDd6ba124f84e
15. 0xf06AC6e9A59EF34f6199259b0C58F389559c4e5B
16. 0X6B07F4539cC93088BF6204DF37596203b9a04613
17. 0xe927ccbec4bB189e6EbDEd3c446e2b59168f1Ec5
18. 0x27C8bbEEB401567445C9d1e0a6380ABF2759F475
19. 0xE0F047968054Cf1503b6FF270F22F1104F0fb5F4

20. 0x42b2c4473F8b47434DfcBBC7ec6409Ccf65dfB4B
21. 0x4045f91DF5aA4204d415b3955790bdCa4882db76
22. 0xd4c984D50DDD45Ad914e0Bd79ee917B0A6517E8A
23. 0xf8E7d2f62225dF56f99B7A3a772d00d9a9ef4254
24. 0x1772dD8f298B69Af2DF3797962B9F9E3aB2B0509
25. 0x0447b0D8AE4F6cD307bE1868F2569E697a52634F
26. 0x8BA77F0Eaa0a6f590d39166361c923B494da4147
27. 0xE58f30519c370f25F8f082d1B10cEE1537Df86e3
28. 0x276C7b35561F40a2af535260c4862f4f30Ea4714
29. 0xB90Be845b8908eE3C3FDE2De96dFda17ac0DB864
30. 0xFAb15610B348Fec42E5D07B3e9B1C52F6fe0c109
31. 0x9202023d274Bb13e3A46b1D3a876D6048f2C2297
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778. 0xe81dd1f6ae0446b55c5018e2b9c4c0fcca3ec54d

779. 0x3502826b207f7ba1d60402a1ab3503156a68dbd2
780. 0x710fc66af5226a5c57f2d130f948f6ce1c310cd2
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785. 0x491899549ba35c3ffbe6af87126a501f63d2542c
786. 0x5f181d43db0d3d0e519888c3976041cba0a89307
787. 0x624854584a31ee540ce4522cdd33e11da88515c8
788. 0x6269b7a81f946afb1cdba40bb7f49313738049cc
789. 0x6471812b64811c04bbef3d1689acfc17169edb6b
790. 0x7df9575531c06b133b34e762aa01fa1edafc7b8e
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794. 0xd4912f2f4972cd96f9f3319ac15f291c013309b4
795. 0x000b8a0ad25bb4d1a2bf020e5a5c584564056fae
796. 0x1d2db8f0417b4c09457b2dac7a001d1626e114ce
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798. 0x73e9fc4fd9ddd62b59f1061f167f23979f7208a8
799. 0xba797c27796b1b798f693feb32c7b5b40bdc8077
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805. 0x017a605466ea25e03ae5ca35f804842333ac8579
806. 1216TvnMFYPWmvjpyCCKXPYNjqbZzw6bh9i27ZL2LTTDEYQG
807. 12U64vFk9bjtTS7YgVKjvbVpAj3yh2ZFXQRFNo6sY8XdqG1Y
808. 145uBakrFFa1Gg9UTVTM4V6SorJQdg2Ah9eVq3EubsxXB6Km
809. 14x7BhfZuqaVSmJfE1gjMEsHXbfUi9NEFQGmbbWBiDMEc9of
810. 15D6Lp4u1CRgXGMKrTa2DQfKragXKGSrSZ7oS1vVuegArEVm
811. 15D6Lp4u1CRgXGMKrTa2DQfKragXKGSrSZ7oS1vVuegArEVm
812. 15kN53asZDKx4C3sXDvVp7Ac4vEG1e6xqGENxcinCE4S2hk8
813. 16AX273Jq4nGAdmarvvAgKKKzeuHEe6ShBCy57FE8HWheSo1
814. 16dEbf86P5SPByCFLY8P1rRUXgy7dVcNKizkHk53PbsMjfqS
815. 16PWg22WgBcxjPxXkthcLnF3L2HH71n5zR3EuZrKKQG9iTsw
816. 15b9ayaywpMZAHFtYxsesE2ZG7BUxpzzqEKvSwJFN5aV4SmG
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819. 15cpb2HBDvBazERLmsKywdHtwsn9riVRLBjDXj1RsWRDezEs
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821. 13fsraXNWYmxfJFkyixPAN6Jp3tDeRWktybukEJrxQ246w6
822. 1k3Tq1oAp9AyTPDhxRtnCeENTSCZ5XnCQbF6sbpx3cejNbn
823. 0x491899549ba35c3ffbe6af87126a501f63d2542c
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- 825. 0x5f181d43db0d3d0e519888c3976041cba0a89307
- 826. 0x627572542787c5e7806025f095c0eec8b11fdb2c
- 827. TSNEsNrKYTWCSh2MzoHjQ44WDGo6HwgkHg
- 828. TLuTF6Pvpww7xzmBYMsXQqfEMxreC3LTsc
- 829. TP3z8MHyFEJ2PBDdMQLdpvAtGkGofao241
- 830. 0x4c8f835573487aa8a7b740c2bc661a383aa8fc12
- 831. 16U1iM9HLEnLnLgg8JUbpdjVhUbwWbyJyK
- 832. 0xc9bea3cc700d620e5e1e902b94e67aaaf8aa38f1
- 833. 0xc9bea3cc700d620e5e1e902b94e67aaaf8aa38f1
- 834. 0x0b4ae30c1dadd2b91803322dfd51a3fee78d9326
- 835. 1127t9i1syiis7LFeWvzxN3YxQwYZHAQkhPSy9qBqq63uEms
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- 837. 14jaQk8ApZqd5eUG7EcB7V6tELcq9tKFRvvjE4mbFAcAaiYc
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- 840. 15b4xVYjemww eoqGBSQjkkmrA3UYyhRjVMeG3Yimhn7GMshy
- 841. 15t8kBqXtdgsqKdQ44js66Q6g28cv5Q1s9SDmijiHgPVefmJ
- 842. 1685o9WZm8Xt4mWGCT94KDzdwj8Wq1xibrWTjPAZ6zYbvBpJ
- 843. bc1q2klkwpadf7gdvel6s3l25a09jhnpymvw8ui0q
- 844. 0x9a6Abf2133b8Ba850a4DE65a214B5fd0Ed68BF88
- 845. 13TGXdYvDMHeL9cV4jAr2RknP1hAFHiMBJJzwB2BVAeDfECQ
- 846. 0x7a437e736dd169B706f4c8b9dFEbEb02fbc633cA
- 847. enESTYANZNHxHopxztqomTGLEtaUYgUxcp2izKE7QazzA5FQ5

- 848. 13ifUBXzoyPTTRLhJ7eJybJoAFRLqBwvgNBPTmVCWUw1uVGe
- 849. bc1qlzi9p7pgdp59uflr5jdrxelxzva4hg9gtkh0iz
- 850. 0x104E903644A04F0D2218d6F4fD891Ae947c7e03c
- 851. 0x210d9e5D5666F0f8f9F70aC805eD1a86112774c5
- 852. 0x23edb9914076286f17a001a51daeaeefc441b84f
- 853. 0xae33c8bab22ed0bbdd1bb0502346b38abfcf6dc0
- 854. 0xc85b7950974be581C3Af48461D238e9eda2D59Eb
- 855. 13wLsB2sJWmNaF992wsLBnf6jMAPoVfcDKtyXs5NMfV6vz3b
- 856. 36oj5QqrCULHcbj7kZ9UGRsU9Gy2dA7m1z
- 857. 39KiF2PcB9i3KUbd4NdNtVbnKw4ncGg5k
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- 863. 0x280F2EBa005073AFc5403434E57d8EA5Af3233F4
- 864. 0x3c2b465FA87262Ba8b5F1f63BD928423975803fE
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- 866. 14T6Vuig8srvYgErzWRBXXJ2swmCXmGsqwrp5MRiW5YYh5HV
- 867. 5FWoMaTch6bT79EM2sNBPNTt2KmYqTijmT8Kv4SMwzX2WfSC
- 868. G2R1toUuTcNro3noaBEHKptAv3ne8XvDpy5JiiKRnjXFrmj
- 869. 133F5mJXSSw26XwtFEPJK8VNrEh2hkoKKhQFTD4oaG6dhPgj
- 870. efRBqpgNu7jgoHaMQWjDGrcp5amGNDuPxq1Jc8SJByfPQpfpF

- 871. 5E6wwS3TaffYezwNHbLJAyfDzchP1TFBFCfmHv5T2B57XDZG
- 872. 15VJCcYhTUwWc4NC2jsuyRs1ce9Hw677VYuWvYRCPaAuG4iU
- 873. 5GZ14HHdbhg3AXMg56puqH2rm29eEnYyR4B2mFRqqV9P5oUd
- 874. 13eFQnV1qUYB5dHBcNKDhtPp5hBwDkHqbRKNczsxEHLcX8E
- 875. 15MFpsZqaUHeMC5CtWf6u1ZPaYU48RZu3j1m8wyoxmzy6up7
- 876. 15D9My7g88xMWUjrYUf5qZxxwHtCxKaiK63QrGe4GxctBpkf
- 877. 15SLkKcQSn9883yHpf6ppaba3GbmBYQBba3YjwDMuuc9VY7
- 878. 15Mg4i7Sjq9WShkup1PsrnmJDNSFoM44bsmKw12yWA7dFLZe
- 879. 15VJCcYhTUwWc4NC2jsuyRs1ce9Hw677VYuWvYRCPaAuG4iU
- 880. 15SLkKcQSn9883yHpf6ppaba3GbmBYQBba3YjwDMuuc9VY7
- 881. dfazMZpewDKdLj3jkmMh2McTovNEZT2wAGxAFPY9yDNKa3UrM
- 882. 15LBNVjANisHXxQAQMzvAMNu3LdGsx6nZzCtYmGyvRNt5ezi
- 883. 12Mx1T18r4wxu4swSSq39eVYJpjGjBi9coTVDEK6azRSJred
- 884. 15ERGNUAsE5FqK88FL3AkdxjrPcdrCEFGGr74ovyBio8zfWt4
- 885. 13Da2daqUzP8Yg6jdAw3RfZQiHtXdp34DKmCQrHR6EuXj6Tv
- 886. 13vW3Mg72HWKt229mKwPmcNLWhbEUSz4NE7r1LuUuan6AS39
- 887. 142tjyieEYCrQtPss6x5jJrtVr7jwWZYH7UzwnUNWVghk3Q8
- 888. 1ZQsfu4h5LUPuyGUPWEKdGmCSCGBJXjVYpUksGmRcEP9fhH
- 889. 1XPYw5t1kLheLKJmjQxaY161HMFceoo4Fcwnbipst25iizw
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- 891. enCgVWRhBeJiQ696uNmPwhoj8TmniM492VBdibvzxnJo9WN6
- 892. 12ZRvZf3wb4jdhFuC2aSMKkgAsfo8HhS5uh7PG5J8fhBNNNk
- 893. 13Qk6AjsxhBc6GtY8KF1va9H4ir5H89WRYzcazFD3WQyStmDh

- 894. 14kP33HNCMRqY37Vyhfm dqJWwNNM4unoLBVucYVQRX4Dqzg
- 895. 15Zcy5jBrM22mmyNPU1e6FaSq5neJQcuE3eAXi4yubAD8XG2
- 896. 16guUSYTTKtanADS5gkzHhiBwZp5SJ7awSnhnrLDFc9qVxXg
- 897. 16RVUhBrc7XZfhBq4TaSiGVRWT2GyzHetuGL1xpHaGRbDLcj
- 898. 13r4GXU2Ji53uTcitto8NGPr2bhaN9opRu7njeYtM3PdnxE4
- 899. 12Mu8TnPcy4dJtmKo9oFxpLcLu65nNegdeFGsDwd5uJwMPYZ
- 900. 14NUxENDEt7Kn4PiYiXfMKZPjv1S7kiQCeSVpiGYy7Sx7y7o
- 901. 154MebqEHi1umZYwQukus1yQAj59tL8iPrd9bfhk8Zn5QNqF
- 902. 165ccNcbdrPS256BbSHphiYA6CjLeMFo4RUS8PnyQZcqPGp9
- 903. 1EZuwwQ7YRyx15J7tJLbQAz9tyMREBCQJK3GWHWRktwXf6B
- 904. 16ZPXQvWiWWFv9eYV8bBqpBeP4uGC3e6BiBnRFXTKw8Xqrm5

ANNEX B

List of cryptocurrencies administered and operated by the 1st Defendant on cryptocurrency exchanges in accordance with the 4th Claimant's instructions in the 1st Defendant's report of 23.8.2023 to the 4th Claimant and their estimated values as at 23.8.2023

(A) S/N	(B) Token type of Digital Asset	(C) Approximate Quantity	(D) Value per type (USD)	(E) Approximate Cumulative Value (USD)
1.	DOT	8,200,000	\$4.42060	\$36,248,920.00
2.	ASTR	246,000,000	\$0.06043	\$14,865,780.00
3.	ENJ	18,900,000	\$0.24080	\$4,551,120.00
4.	GLMR	9,400,000	\$0.19436	\$1,826,984.00
5.	RNDR	2,580,000	\$1.38750	\$3,579,750.00
6.	ETH	1192	\$1,634.40	\$1,948,204.80
7.	BTC	143	\$26,040.47	\$3,723,787.21
8.	METIS	28,300	\$12.14	\$343,562.00
Total Approximate Value (USD) as at 23 August 2023				\$67,088,108.01

ANNEX C

**List & values of all digital assets entrusted by the
Claimants to the 1st ~~and 12th~~ Defendants as of 6 December 2023**

Details of the Claimants' Digital Assets entrusted to the 1st ~~and 12th~~ Defendants as of 6 December 2023 having a total value of about USD 183,029,781.49~~171,700,778.49~~ as at 19 February 2024 derived from the sum of the grand total values under Tables 1 ~~and 2~~to 3 as follows

TABLE 1 “Listed” Tokens

Note 1: “Listed” tokens are cryptocurrency tokens which are listed on cryptocurrency exchanges and traded on such exchanges.

(A) S/N	(B) Token type	(C) Approximate No. of Tokens	(D) <u>Estimated</u> Market Value (USD, as at 19.2.2024)
1.	DOT	8,140,000	63,760,620.00
2.	ASTR	284,940,000	49,123,656.00
3.	ENJ	21,050,000	7,100,165.00
4.	GLMR	9,400,000	4,365,539.60
5.	RNDR	2,470,000	15,328,747.46
6.	ETH	1,192	3,527,660.34
7.	BTC	143	7,513,512.58
8.	METIS	28,300	2,597,821.51
9.	CAPS	36,026,212	870,754
10.	VPP	4,404,628	291,586
11.	NEWO	8,261,455	92,859
12.	RMRK	40,000	96,980
13.	ARSW	11,185,013	45,970
14.	UNQ	5,878,856	79,365
15.	ZLK	530,316	21,398
16.	INTR	284,648	17,791
17.	BNC	32,006	24,171
18.	SHFT	1,568,788	11,923
19.	BRO	2,287,040	11,938
20.	FCL	625,000	13,625
21.	KWT	5,794,594	14,255
22.	LAY	7,160,420	5,156
23.	SRS	20,000,000	7,800

(A) S/N	(B) Token type	(C) Approximate No. of Tokens	(D) <u>Estimated</u> Market Value (USD, as at 19.2.2024)
24.	aSEED(Acala)	9,158	8,447
25.	OVL	400,000	9,000
26.	KKT	11,111,111	7,222
27.	EARN	6,457,143	6,328
28.	ATID	7,222,222	6,356
29.	GOV	2,333,333	4,410
30.	QTZ	6,713,470	4,767
31.	TIDAL	20,937,500	6,072
32.	UNQ	356,867	4,818
33.	NOVA	74,403	2,247
34.	LTY	33,346,279	2,334
35.	PETS	234,464	2,005
36.	ARKN	3,377,777	2,027
37.	NOVA	51,463	1,554
38.	KRAC	400,167	2,001
39.	WBOND	10,000,000	1,400
40.	AFK	2,083,333	750
41.	Starly	140,126	824
42.	HDX	660	18
43.	ATID	6,033	5
44.	TEA	7,017	Negligible
45.	GSN	109,978	Negligible
46.	KEEY	100	Negligible
47.	BEDROCK	345,454	Negligible
48.	SuperBonds	500,000	Negligible
<u>49.</u>	<u>INTR</u>	<u>26,119,381</u>	<u>1,632,461</u>
<u>50.</u>	<u>KSM</u>	<u>19,161</u>	<u>925,284</u>
<u>51.</u>	<u>HDX</u>	<u>19,787,846</u>	<u>550,102</u>
<u>52.</u>	<u>POKT</u>	<u>2,053,517</u>	<u>518,513</u>
<u>53.</u>	<u>ACA</u>	<u>3,320,273</u>	<u>378,776</u>
<u>54.</u>	<u>DORA</u>	<u>1,264,105</u>	<u>235,149</u>
<u>55.</u>	<u>KINT</u>	<u>249,202</u>	<u>195,573</u>
<u>56.</u>	<u>REEF</u>	<u>71,479,290</u>	<u>127,948</u>

(A) S/N	(B) Token type	(C) Approximate No. of Tokens	(D) <u>Estimated</u> Market Value (USD, as at 19.2.2024)
<u>57.</u>	<u>THG</u>	<u>1,841,308</u>	<u>106,059</u>
<u>58.</u>	<u>SAITO</u>	<u>11,200,000</u>	<u>101,808</u>
<u>59.</u>	<u>LMR</u>	<u>3,333,333</u>	<u>86,700</u>
<u>60.</u>	<u>ZTG</u>	<u>642,857</u>	<u>78,235</u>
<u>61.</u>	<u>SDN</u>	<u>163,463</u>	<u>63,521</u>
<u>62.</u>	<u>TEER</u>	<u>62,664</u>	<u>57,017</u>
<u>63.</u>	<u>CAPS</u>	<u>1,450,035</u>	<u>35,047</u>
<u>64.</u>	<u>KAR</u>	<u>156,251</u>	<u>31,731</u>
<u>65.</u>	<u>MYRA</u>	<u>974,671</u>	<u>7,378</u>
<u>66.</u>	<u>SWASH</u>	<u>462,962</u>	<u>5,879</u>
<u>67.</u>	<u>USDC</u>	<u>2,310</u>	<u>2,310</u>
<u>68.</u>	<u>BTC</u>	<u>0.0189</u>	<u>993</u>
<u>69.</u>	<u>CFG</u>	<u>172,130.54</u>	<u>110,695</u>
<u>70.</u>	<u>USDT</u>	<u>1,468,602.74</u>	<u>1,468,602</u>
<u>71.</u>	<u>USDC</u>	<u>499,976.28</u>	<u>499,976</u>
<u>Total value as at 19.2.2024 (USD)</u>			<u>154,995,878.49</u> <u>162,215,635.49</u>

TABLE 2: “Unlisted” Project Investments
[pursuant to data in the 1st Defendant’s Report to the 4th Claimant in August 2023]

Note 2: “Unlisted” tokens are tokens which the 4th Claimant received as a return on his investments in various cryptocurrency projects. These tokens have yet to be listed on any exchange. The 4th Claimant has valued these tokens based on the moneys he invested into the respective cryptocurrency projects which yielded the unlisted tokens.

Note 3: Some projects which the 4th Claimant invested in have yet to issue tokens. These are depicted in Column D with the “-” mark.

Note 4: The 1st Defendant was instructed by the 4th Claimant to create new digital wallets to hold the returns by way of tokens paid or to be paid out from the projects the 4th Claimant invested into, under Notes 2 and 3 above. Such wallets are now under Wo Qi’s control, resulting in the 4th Claimant being unable to access all such tokens.

Note 5: The 4th Claimant’s investments in the projects at rows 7 and 15 of the table below were made through DOT cryptocurrency tokens, not cash.

(A) S/N	(B) Project Name	(C) Investment Date	(D) Token	(E) Amount Invested
1.	RAND	1/6/2022	RND	USD 500,000
2.	NFT3	1/7/2022	-	USD 100,000
3.	Swing	1/7/2022	SWING	USD 200,000
4.	MetaDojo	1/10/2022	-	USD 500,000
5.	HydraDX	1/22/2022	HDX	USD 250,000
6.	Arthswap	1/27/2022	ARSW	USD 250,000
7.	HydraDX	1/27/2022	HDX	150,000 DOT \$18.07 per coin as at 1/27/2022, which works out to USD 2,710,500 invested
8.	Minterest	2/7/2022	MNT	USD 300,000
9.	Subsquid	2/11/2022	SQD	USD 500,000
10.	Starlay	2/28/2022	LAY	USD 100,000
11.	AFKDAO	3/29/2022	AFK	USD 120,000
12.	Astrid	3/29/2022	ATID	USD 300,000
13.	Sirius Finance	4/7/2022	SRS	USD 200,000
14.	Melaxy	4/8/2022	IFS	USD 200,000
15.	Unique	4/10/2022	UNQ	25,000 DOT \$19.78 per coin as at 4/10/2022, which works out to USD 494,500 invested
16.	DAM (Ivy Wallet)	4/27/2022	-	USD 300,000
17.	Aperion	5/2/2022	APRS	USD 500,000
18.	Cosmize	5/13/2022	-	USD 99,000
19.	CypherMOD	5/19/2022	-	USD 2,500,000

(A) S/N	(B) Project Name	(C) Investment Date	(D) Token	(E) Amount Invested
20.	RAND	6/30/2022	-	USD 500,000
21.	Sumi	7/10/2022	-	USD 500,000
22.	Talisman	7/17/2022	-	USD 1,500,000
23.	Shardeum	8/3/2022	SHM	USD 1,000,000
24.	PWN DAO	1/10/2023	-	USD 400,000
25.	Earn Network	2/20/2023	EARN	USD 100,000
26.	Linera	6/30/2023	-	USD 250,000
27.	Zetachain	8/29/2023	-	USD 2,000,000
28.	MyContainer (Earn Network)	12/29/2021	EARN	USD 330,000
Grand total value invested (USD)				16,704,900.00 <u>16,504,900.00</u>

TABLE 3: Project Investments –
Other Investments into primary market cryptocurrency projects, based on (a) the Claimants’ various pre-investment investigation reports (b) the 12th Defendant’s post-investment management report (c) recollection of the work process by the Claimants’ token transfer team and (d) external identification of the DFG Platform’s project addresses

Note 6: The 4th Claimant is unable to set out the amount of money invested into the projects at rows 40 to 51 of the table below without discovery of relevant documents from the Defendants because the Defendants have deprived him of possession, custody and power over the relevant documents.

<u>(A)</u> <u>S/N</u>	<u>(B)</u> <u>Project Name</u>	<u>(C)</u> <u>Investment Date</u>	<u>(D)</u> <u>Token</u>	<u>(E)</u> <u>Value of Investment (USD)</u>
1.	<u>HydraDX</u>	<u>9/12/2020</u>	<u>HDX</u>	<u>80,000</u>
2.	<u>UT</u>	<u>30/1/2021</u>	<u>UT</u>	<u>50,000</u>
3.	<u>zCloak</u>	<u>27/2/2021;</u> <u>17/8/2021</u>	<u>-</u>	<u>725,000</u>
4.	<u>T3RN</u>	<u>11/3/2021</u>	<u>T3RN</u>	<u>200,000</u>
5.	<u>EQ finance</u>	<u>16/3/2021</u>	<u>EQ</u>	<u>175,000</u>
6.	<u>Bit.Country</u>	<u>26/3/2021</u>	<u>NEER</u>	<u>300,000</u>
7.	<u>TPR</u>	<u>1/4/2021</u>	<u>TPR</u>	<u>550,000</u>
8.	<u>Parami</u>	<u>4/4/2021</u>	<u>AD3</u>	<u>100,000</u>
9.	<u>SubDAO</u>	<u>6/4/2021</u>	<u>GOV</u>	<u>70,000</u>
10.	<u>大饼画</u>	<u>19/4/2021</u>	<u>-</u>	<u>606,503</u>
11.	<u>DAOSquare</u>	<u>20/4/2021</u>	<u>RICE</u>	<u>50,000</u>
12.	<u>FTA</u>	<u>20/4/2021</u>	<u>FTA</u>	<u>350,000</u>
13.	<u>Eco Fund</u>	<u>27/4/2021</u>	<u>-</u>	<u>500,000</u>
14.	<u>Republic</u>	<u>28/4/2021</u>	<u>NOTE</u>	<u>50,000</u>
15.	<u>DoinGud</u>	<u>4/5/2021</u>	<u>-</u>	<u>200,000</u>
16.	<u>MUSE NETWORK</u>	<u>7/5/2021</u>	<u>MUSE</u>	<u>250,000</u>
17.	<u>Minterest</u>	<u>11/5/2021</u>	<u>MNT</u>	<u>250,000</u>
18.	<u>TTN</u>	<u>19/5/2021</u>	<u>TTN</u>	<u>250,000</u>
19.	<u>StarryNift</u>	<u>26/5/2021</u>	<u>SNFT</u>	<u>100,000</u>
20.	<u>Composable</u>	<u>1/6/2021</u>	<u>PICA; LAYR</u>	<u>3,000,000</u>
21.	<u>Source Network</u> <u>(Source, Inc.)</u>	<u>12/6/2021</u>	<u>OPEN</u>	<u>150,000</u>

(A) S/N	(B) Project Name	(C) Investment Date	(D) Token	(E) Value of Investment (USD)
22.	<u>Laconic</u>	<u>6/8/2021</u>	<u>-</u>	<u>250,000</u>
23.	<u>Zien X</u>	<u>13/8/2021</u>	<u>-</u>	<u>150,000</u>
24.	<u>OpenDeFi</u>	<u>19/8/2021</u>	<u>ODEFI</u>	<u>250,000</u>
25.	<u>Kibo</u>	<u>19/8/2021</u>	<u>KBT</u>	<u>62,500</u>
26.	<u>Talisman</u>	<u>20/8/2021</u>	<u>-</u>	<u>125,000</u>
27.	<u>OP Games</u>	<u>26/8/2021</u>	<u>-</u>	<u>100,000</u>
28.	<u>EthereumCentral</u>	<u>2/9/2021</u>	<u>-</u>	<u>100,000</u>
29.	<u>Steady State</u>	<u>15/9/2021</u>	<u>-</u>	<u>150,000</u>
30.	<u>Iron Sail</u>	<u>29/9/2021</u>	<u>KEEY</u>	<u>1,000,000</u>
31.	<u>Ruby Protocol</u> <u>(Ruby)</u>	<u>6/10/2021</u>	<u>RUBY</u>	<u>300,000</u>
32.	<u>Grant</u>	<u>19/10/2021</u>	<u>-</u>	<u>50,000</u>
33.	<u>Bit.country</u>	<u>23/10/2021</u>	<u>-</u>	<u>50,000</u>
34.	<u>Subsquid</u>	<u>2021/10/29;</u>	<u>SQD</u>	<u>100,000</u>
35.	<u>Yield App</u>	<u>9/11/2021</u>	<u>YLD</u>	<u>185,000</u>
36.	<u>Alphaday</u> <u>(Alphabox)</u>	<u>21/11/2021</u>	<u>-</u>	<u>100,000</u>
37.	<u>Airwaive</u>	<u>9/2/2022</u>	<u>-</u>	<u>250,000</u>
38.	<u>Pool Data</u>	<u>16/2/2022</u>	<u>-</u>	<u>200,000</u>
39.	<u>TEA DAO</u>	<u>24/3/2022</u>	<u>TEA</u>	<u>100,000</u>
40.	<u>Bifrost</u>	<u>1/9/2020</u>	<u>BNC</u>	<u>Unknown</u>
41.	<u>Crust Network</u>	<u>15/9/2020</u>	<u>CRU</u>	<u>Unknown</u>
42.	<u>Chainflip</u>	<u>31/3/2021</u>	<u>FLIP</u>	<u>Unknown</u>
43.	<u>ColdStack</u>	<u>9/4/2021</u>	<u>CLS</u>	<u>Unknown</u>
44.	<u>Evanesco</u>	<u>16/4/2021</u>	<u>EVA</u>	<u>Unknown</u>
45.	<u>Polkarare</u>	<u>25/4/2021</u>	<u>PRARE</u>	<u>Unknown</u>
46.	<u>StartFi</u>	<u>21/5/2021</u>	<u>-</u>	<u>Unknown</u>
47.	<u>Apricot Finance</u>	<u>3/6/2021</u>	<u>APRT</u>	<u>Unknown</u>
48.	<u>DeepDAO</u>	<u>4/6/2021</u>	<u>-</u>	<u>Unknown</u>
49.	<u>Divergence</u>	<u>9/6/2021</u>	<u>DIVER</u>	<u>Unknown</u>

(A) <u>S/N</u>	(B) <u>Project Name</u>	(C) <u>Investment Date</u>	(D) <u>Token</u>	(E) <u>Value of Investment (USD)</u>
50.	<u>Spool DAO</u>	<u>18/6/2021</u>	<u>SPOOL</u>	<u>Unknown</u>
51.	<u>Dexlab</u>	<u>30/6/2021</u>	<u>DXL</u>	<u>Unknown</u>
<u>52.</u>	<u>Subquery</u>	<u>10/2/2021</u>	<u>50 Shares</u>	<u>USD 75,000 (equivalent in USDC)</u>
<u>53.</u>	<u>Big Time Studios</u>	<u>27/4/2021</u>	<u>100,000 shares</u>	<u>USD 300,000 (equivalent in USDC)</u>
<u>54.</u>	<u>Nayms</u>	<u>29/4/2021</u>	<u>200,000 shares</u>	<u>USD 200,000 (equivalent in USDT)</u>
<u>55.</u>	<u>Mintable</u>	<u>21/5/2021</u>	<u>16,827 shares</u>	<u>USD 110,000 (equivalent in USDT)</u>
<u>56.</u>	<u>NGRAVE.IO</u>	<u>7/9/2021</u>	<u>Unknown</u>	<u>USD 300,000 (equivalent in USDT)</u>
<u>57.</u>	<u>Polkaname</u>	<u>17/11/2021</u>	<u>1% shareholding</u>	<u>USD 100,000 (equivalent in USDT)</u>
<u>58.</u>	<u>Ternoa</u>	<u>22/11/2021</u>	<u>Unknown</u>	<u>USD 333,333 (equivalent in USDT)</u>
<u>59.</u>	<u>Yours</u>	<u>13/10/2016</u>	<u>=</u>	<u>25,000 (equivalent in BTC)</u>
<u>60.</u>	<u>PopChest</u>	<u>11/1/2017</u>	<u>=</u>	<u>400,000 (equivalent in BTC)</u>
<u>61.</u>	<u>SatoshiPay</u>	<u>26/1/2017</u>	<u>=</u>	<u>EUR 200,260, equivalent to USD 213,937.76 (equivalent in BTC)</u>
<u>Value of total known investment (USD)</u>				<u>At least 13,586,273.76</u>

ANNEX D

Tabulation of Digital Assets transferred by Wo Qi from Entrusted Digital Wallets into Impugned Wallets from 8.12.2023 - 8.2.2024 (at the first level of dissipation)

The various types of Digital Assets comprising cryptocurrency tokens of the type described at column (D) and number, at Column (E), which were subject to unauthorised transfers by Wo Qi from Mr Wo Weidong's digital wallets ("Entrusted Digital Wallets") at Column (C) on the specific dates at Column (B), into recipient wallet addresses at Column (F) ("Impugned Wallets"), held with on various cryptocurrency exchanges, including those of the 5th to 7th Defendants as well as other exchanges whose identities cannot be ascertained.

(A) S/N	(B) Transfer Date (Y/M/D)	(C) Originating Entrusted Digital Wallet Addresses	(D) Token	(E) No.	(F) Impugned Wallet	(G) <u>Estimated market value</u> <u>(USD as of 19.2.2024)</u>
I. <u>Digital wallets holding Stolen Digital Assets held on the Gate exchange, operated by the 5th Defendant</u>						
1.	2024/1/26	0x7e0324b39Aa585f13d3CCc2Ed1375592A B DABE9f	DORA	1,251,590	0x34576B58bAae93e9622ccc1300198 7803428 b559	<u>232,820.77</u>
2.	2024/1/26	0x7e0324b39Aa585f13d3CCc2Ed1375592A B DABE9f	DORA	12,515	0x34576B58bAae93e9622ccc1300198 7803428 b559	<u>2,328.04</u>
3.	2024/1/21	0x7e0324b39Aa585f13d3CCc2Ed1375592A B DABE9f	USDC	2,310	0x34576B58bAae93e9622ccc1300198 7803428 b559	<u>2,310.00</u>
4.	2024/1/21	0x2C20E739552cd0BEAF523930BAAD775 4 C426C962	THG	1,841,308	0x34576B58bAae93e9622ccc1300198 7803428 b559	<u>106,059.34</u>
5.	2024/1/21	0x2C20E739552cd0BEAF523930BAAD775 4 C426C962	MYRA	974,671	0x34576B58bAae93e9622ccc1300198 7803428 b559	<u>7,378.26</u>

(A) S/N	(B) Transfer Date (Y/M/D)	(C) Originating Entrusted Digital Wallet Addresses	(D) Token	(E) No.	(F) Impugned Wallet	(G) <u>Estimated market value</u> <u>(USD as of 19.2.2024)</u>
6.	2024/1/13	XQ5mBRMhkZ31AwztWM3QR7aqPyk8jvUq MAuh718S2qRs1Xv	SDN	163,463	WQnkfwF2jYsg7VL8BrvnfrkXknbnk4B yGyMCm RL6jVz8vvs	<u>63,521.72</u>
7.	2024/1/13	rkNZr3uDCrje9UaEmTNYjRS3puYyEK3MU H-rzpa8CvJSwpYc pLoJcxWEwaeW9E68ZijiDZ4VXCBnKATYb AfpPnEEemG2HQWU	KAR	156,251	pLoJcxWEwaeW9E68ZijiDZ4VXCBnKA TYbAfp PnEEemG2HQWU ommXeZTBcB49HhignVzvNf2UDDUY HwkY6dk3pMEVJHSyjme	<u>31,731.45</u>
8.	2024/1/1	0x7e0324b39Aa585f13d3CCc2Ed1375592A B DABE9f	ASTR	5,610,352	0x34576b58baae93e9622ccc1300198 7803428 b559	<u>967,224.68</u>
9.	2023/12/28	0x2c20e739552cd0beaf523930baad7754c4 2 6c962	CAPS	1,450,035	0x34576b58baae93e9622ccc1300198 7803428 b559	<u>35,047.34</u>
10.	2023/12/27	wdBE6z9Nt4WjgAtze1yK5cWrmu4bNSxac7 S 5fSvsectLEBd3D	INTR	25,119,381	wd7yNbgJXrcquaL3U3SxGAcmvgVVi qMnF7s WPDyd667gVhgV	<u>1,569,961.31</u>
11.	2023/12/27	wd8xfcBneXyd1EdniEMw4suscBKgeUqE57 C 54sZZRRPT8EBKr	INTR	1,000,000	wd7yNbgJXrcquaL3U3SxGAcmvgVVi qMnF7s WPDyd667gVhgV	<u>62,500.00</u>
12.	2023/12/26	a3bfwSMAavhWNDNX7eMc9Zx6dgA2P55M X7RQD1Pstn8D2DQbo	KINT	249,202	a3ageRr6UFgWCtK4St382xCqoNWqE K5VEF MCEX4J6SpsaVALF	<u>195,573.73</u>
13.	2023/12/26	dDzySTkEUD7KoMbH9G997G3xDXin5tv5c7 C ZyHky2JWEXHvnBx	ZTG	642,857	dDyVe7EfYVLmPWnfivqvmWK5jD6dj m76qYy HUAnW71igaFoT	<u>78,235.70</u>
14.	2023/12/26	2LBsB7qPpq76mPkaqfAT6KtbhCvCzXbMq p QQR2oYCo4VjwqL	TEER	62,664	2Ji4pcGU74Ygvaj3NSu7osz9hdvwpD6 MUoQQ 8EZjoaFtPRw5	<u>57,017.97</u>

(A) S/N	(B) Transfer Date (Y/M/D)	(C) Originating Entrusted Digital Wallet Addresses	(D) Token	(E) No.	(F) Impugned Wallet	(G) <u>Estimated market value (USD as of 19.2.2024)</u>
15.	2023/12/26	0x7e0324b39aa585f13d3ccc2ed1375592ab d abe9f	LMR	3,333,333	0x34576b58baae93e9622ccc1300198 7803428 b559	<u>86,699.99</u>
16.	2023/12/26	0x7e0324b39aa585f13d3ccc2ed1375592ab dabe9f	SWASH	462,962	0x34576b58baae93e9622ccc1300198 7803428b559	<u>5,879.62</u>
17.	2023/12/26	0x7e0324b39aa585f13d3ccc2ed1375592ab d abe9f	SAITO	11,200,000	0x34576b58baae93e9622ccc1300198 7803428 b559	<u>101,808.00</u>
<u>38.</u>	<u>2024/1/20</u>	<u>506ad0039bfa815dc5c011e345b0d88d30805 cf2</u>	<u>POKT</u>	<u>2,053,517</u>	<u>9d7aa270a2444c01c7ea740f1952338 dc237f2af</u>	<u>518,513.05</u>
II. <u>Digital wallets holding stolen digital assets held on the Kraken exchange, operated by the 6th Defendant</u>						
18.	2024/1/26	7KYr6iuZ3NqSaKyn8H9dyPBr1U4ujh5PGr6 y BCxbMYnsp64y	HDX	4,443,846	7MpPM98aAquuw3gGLhf36pmiYEjtV N6FFcTN dctPtomLP9E5	<u>33.36</u>
19.	2024/1/26	7K4LkipjzdHC4aQuRPNRJgYEKYGoKNSf mu JXNkJbHdKiBgD9	HDX	15,344,000	7MpPM98aAquuw3gGLhf36pmiYEjtV N6FFcTN dctPtomLP9E5	<u>123,505.56</u>
20.	2023/12/26	0x20ad017d62304c8e8f6c6b3080b057a44e 9 41146	RNDR	490,927	0xd43cb11be295bef0f4a50f405eb4e6 0b786c93 86	<u>426,563.20</u>
21.	2023/12/26	0x2c20e739552cd0beaf523930baad7754c4 2 6c962	RNDR	1,767,865	0xd43cb11be295bef0f4a50f405eb4e6 0b786c93 86	<u>10,971,317.15</u>
III. <u>Digital wallets holding stolen digital assets held on the Binance exchange, operated by the 7th Defendant</u>						

(A) S/N	(B) Transfer Date (Y/M/D)	(C) Originating Entrusted Digital Wallet Addresses	(D) Token	(E) No.	(F) Impugned Wallet	(G) <u>Estimated market value</u> <u>(USD as of 19.2.2024)</u>
22.	2024/2/1	16GdprNFZb2EQeAtf6RoqoT44uunWW1Q2 A kxD6yzLBF5ifLX	DOT	54,273	13wiwEdkogdAyChmi9PwMHyrCq5Aj 1UH9DS x7iwBuSVCfp	<u>425,120.41</u>
23.	2024/2/1	0x2ad9034e50373629fb57cb04fe0f1e078a1 6 9d42	USDC	500,000	0x9682df1247f884b2be5400156f6929b 647f219f7	<u>500,000</u>
24.	2024/1/20	12TnUDiLnJBQDsvgMqwvWunTbyGGrpmst e	DOT	150,000	13wiwEdkogdAyChmi9PwMHyrCq5Aj 1UH9DS	<u>1,174,950.00</u>
25.	2024/1/18	12xHpDo9q3jejdVZ4jj9BcS5Hu4PH9QbPbC h R9SdBgLA5a6k	DOT	150,000	13wiwEdkogdAyChmi9PwMHyrCq5Aj 1UH9DS x7iwBuSVCfp	<u>1,174,950.00</u>
26.	2024/1/15	Xtb7BWAKw7HWvWsbQ8G57mCXKmrZ4Z CLHyMVZf8VxJbV5vV	ASTR	12,851,927	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9 oaWCDnNtvLB1E	<u>2,215,672.21</u>
27.	2024/1/15	WtzBSaSe1FSc72QHyPgYoKYqqiqpwbNqd R XTPXXMfeCT4P7	ASTR	10,113,158	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9 oaWCDnNtvLB1E	<u>1,743,508.44</u>
28.	2024/1/15	ZCDpBwuR5FHagz5JHSRJGFNPvZtGpnuF T L7rFzTu6LtT4tV	ASTR	45,841,411	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9 oaWCDnNtvLB1E	<u>7,903,059.25</u>
29.	2024/1/15	XQ5mBRMhkZ31AwztWM3QR7aqPyk8jvUq MAuh718S2qRs1Xv	ASTR	39,577,373	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9 oaWCDnNtvLB1E	<u>6,823,139.10</u>
30.	2024/1/13	XFjKjMjCQoaAnaZ9YaBGzPS6tqFkAHGgN p FZAIpQWNbze3w	ASTR	21,687,893	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9 oaWCDnNtvLB1E	<u>3,738,992.75</u>
31.	2024/1/12	WypXeLJ64xU2y1hQy5faWknZ4mJcmGtym WGyLrKrCUZSNxv	ASTR	60,389,123	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9 oaWCDnNtvLB1E	<u>10,411,084.80</u>

(A) S/N	(B) Transfer Date (Y/M/D)	(C) Originating Entrusted Digital Wallet Addresses	(D) Token	(E) No.	(F) Impugned Wallet	(G) <u>Estimated market value</u> <u>(USD as of 19.2.2024)</u>
32.	2024/1/12	ZfX991bEHfhwS9vg7j4926kZ8tU6sH1qbBW GUKMdXiXpeN8	ASTR	33,401,612	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9oaWCDnNtvLB1E	<u>5,758,437.91</u>
33.	2024/1/12	b4unak5TwNRZkpCpMLBJ12XRYbB44bLxq V3uWNvrMxwk2jW	ASTR	15,489,129	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9oaWCDnNtvLB1E	<u>2,670,325.84</u>
34.	2024/1/12	XcxMSAS5KkyvMEKLNJHMrKPVMitPn6A7 QAbLGUEw8eiks91	ASTR	19,962,641	aApwjZ6GbDJQoKJRwv62WBmTxhc6 KvK1K9oaWCDnNtvLB1E	<u>3,441,559.31</u>
<u>37.</u>	<u>2024/1/23</u>	<u>5E1zftY5yGUBJ6V376g93TbvSH4jaqrTK6U</u> <u>D FrTGdbJduH8Y</u>	<u>REEF</u>	<u>71,479,280</u>	<u>5CUKEptHf8x4KFDrofGkFQuVKipBom</u> <u>BdP4gKazKexafpBxxo</u>	<u>127,947.91</u>
<u>37A.</u>	<u>2024/2/1</u>	<u>15PwmnS8FutBGJsxxzBQ9afhTzPebmJWv</u> <u>TnBBxeB2yiZC5k</u>	<u>DOT</u>	<u>233,147</u>	<u>13wiwEdkogdAyChmi9PwMHyrCq5Aj</u> <u>1UH9DSx7iwBuSVCfp</u>	<u>1,826,248.28</u>
IV. <u>Digital wallets holding stolen digital assets held on unknown exchanges</u>						
35.	2024/2/8	0x2C20E739552cd0BEAF523930BAAD775 4 C426C962	METIS	22,527	0xfe8078e29982eeA4fC93Ef9D4c784 433a750D74c	<u>2,067,883.99</u>
36.	2024/2/8	0x7e0324b39Aa585f13d3CCc2Ed1375592A B DABE9f	METIS	5,771	0xC356c10128653Dc2Cd6eE0CF2190 D72F00852E99	<u>529,753.56</u>
<u>37.</u>	<u>2024/1/23</u>	<u>5E1zftY5yGUBJ6V376g93TbvSH4jaqrTK6U</u> <u>D FrTGdbJduH8Y</u>	<u>REEF</u>	<u>71,479,290</u>	<u>5CUKEptHf8x4KFDrofGkFQuVKipBom</u> <u>BdP4gKazKexafpBxxo</u>	
<u>38.</u>	<u>2024/1/20</u>	<u>506ad0039bfa815dc5c011e345b0d88d3080</u> <u>5 cf2</u>	<u>POKT</u>	<u>2,053,517</u>	<u>9d7aa270a2444c01c7ea740f1952338</u> <u>dc237f2af</u>	

(A) S/N	(B) Transfer Date (Y/M/D)	(C) Originating Entrusted Digital Wallet Addresses	(D) Token	(E) No.	(F) Impugned Wallet	(G) <u>Estimated market value</u> <u>(USD as of 19.2.2024)</u>
39.	2024/1/16	0x52b77D2617A62651EF50a4956dE47f13e48A2B2c	GLMR	1,024,423	0xE4307D1E93f23bf867ca6f72F0cd94d47c90d708	<u>475,761.50</u>
40.	2024/1/16	0x521055Ee79cd8fDE5A13432606d39a882B28Bbf7	GLMR	604,305	0xE4307D1E93f23bf867ca6f72F0cd94d47c90d708	<u>280,650.72</u>
41.	2024/1/16	0x0f9BA1621CA82ea963D82046A44486f34C45b28	GLMR	2,207,257	0xE4307D1E93f23bf867ca6f72F0cd94d47c90d708	<u>1,025,092.09</u>
42.	2024/1/16	0x764Cbc3Af4Fa3243f3d38EE3aB1F7b6C640d1C6A	GLMR	3,906,193	0x8EF56d4565e1D1a980027833366Df7ecb33967A7	<u>1,814,110.25</u>
43.	2024/1/16	0x4eEa3427ad5c17943847b348FE16D462f88caF9	GLMR	1,070,917	0xE4307D1E93f23bf867ca6f72F0cd94d47c90d708	<u>497,354.21</u>
44.	2024/1/1	24bpS6ic9k3LijBFCn8B2XRsnZbwNnRcnHxA LtXrwogyEGvA	ACA	130,209	22jvChwqUdCDcq69NMMdBXfTnJAqGWwYVZCXiALyLsoyzcQL	<u>14,854.24</u>
45.	2023/12/30	enDGmzm4VSkFcWNVQuHgPBJ6t8uAbHUz mL53wNVt1DgR5zjt	ENJ	5,003,099	enDoD1TVUKWv9gx4K25vgNDYWwuFKXK5auR5hsU1xJEPBzi8P	<u>1,687,545.63</u>
46.	2023/12/24	GJYNAPP5R3XUFwXxX5z1KJUcgTawKPTGmX7RRPTExw4ykSp	KSM	19,161	ESGYwfpqctTTTx7dRsmvfzYYbMyWPEFy2gefhhraHMR5cnnr	<u>925,284.69</u>
47.	2023/12/24	24bpS6ic9k3LijBFCn8B2XRsnZbwNnRcnHxA LtXrwogyEGvA	ACA	3,109,475	22jvChwqUdCDcq69NMMdBXfTnJAqGWwYVZCXiALyLsoyzcQL	<u>354,728.91</u>
48.	2023/12/24	21v7pc3K1XL6pG31wdUnU25unVUmtgRVvU Gw3m4qAUSzqpQG	ACA	80,589	22jvChwqUdCDcq69NMMdBXfTnJAqGWwYVZCXiALyLsoyzcQL	<u>9,193.59</u>

(A) S/N	(B) Transfer Date (Y/M/D)	(C) Originating Entrusted Digital Wallet Addresses	(D) Token	(E) No.	(F) Impugned Wallet	(G) <u>Estimated market value</u> <u>(USD as of 19.2.2024)</u>
49.	2023/12/24	0x0f9BA1621CA82ea963D82046A44486f3 4 C45b28	GLMR	632,810	0x38837338160553eF7c30aB7863726 05FF82b4037	<u>56,190.05</u>
50.	2023/12/24	0x52b77D2617A62651EF50a4956dE47f13e 48A2B2c	GLMR	120,990	0x38837338160553eF7c30aB7863726 05FF82b4037	<u>293,888.99</u>
V. <u>Digital wallets holding stolen digital assets which are not held with any exchange transferred out from EUC's Binance and OKX Accounts</u>						
51.	2023/12/9	0x28C6c06298d514Db089934071355E5743 bf21d60	RNDR	7.26	0x7a437e736dd169B706f4c8b9dFEbE b02fbc633cA	<u>45.06</u>
52.	2023/12/9	0x28C6c06298d514Db089934071355E5743 bf21d60	RNDR	221884.04	0x7a437e736dd169B706f4c8b9dFEbE b02fbc633cA	<u>1,377,005.70</u>
53.	2023/12/9	enC1zkqfU5X4x84LMKSzcRdsSSiF7M1Nt7 o vm62jRXr78uT1h	ENJ	4.97	enESTYANZNHxHopxztqomTGLEtaU YgUxcp2izKE7QazzA5FQ5	<u>1.68</u>
54.	2023/12/9	enC1zkqfU5X4x84LMKSzcRdsSSiF7M1Nt7 o vm62jRXr78uT1h	ENJ	1321359	enESTYANZNHxHopxztqomTGLEtaU YgUxcp2izKE7QazzA5FQ5	<u>445,694.40</u>
55.	2023/12/9	1qnJN7FViy3HZaxZK9tGAA71zxHSBeUwei r KqCaox4t8GT7	DOT	4.92	13ifUBXzoyPTTRLhJ7eJybJoAFRLqB wvgNBPTmVCWUw1uVGe	<u>38.54</u>
56.	2023/12/9	1qnJN7FViy3HZaxZK9tGAA71zxHSBeUwei r KqCaox4t8GT7	DOT	560622.1	13ifUBXzoyPTTRLhJ7eJybJoAFRLqB wvgNBPTmVCWUw1uVGe	<u>4,391,352.91</u>

(A) S/N	(B) Transfer Date <u>(Y/M/D)</u>	(C) Originating Entrusted Digital Wallet Addresses	(D) Token	(E) No.	(F) Impugned Wallet	(G) <u>Estimated market value</u> <u>(USD as of 19.2.2024)</u>
57.	2023/12/9	bc1qm34lsc65zpw79lxes69zkqmk6ee3ewf0j77s3h	BTC	0.0189	bc1qlzj9p7pgdp59uflr5jdrxelxzva4hg9g tkh0jz	993.04
58.	2023/12/9	0x6cc5f688a315f3dc28a7781717a9a798a59 f da7b	CFG	100	0x7a437e736dd169B706f4c8b9dFEbE b02fbc633cA	64.31
59.	2023/12/9	0x6cc5f688a315f3dc28a7781717a9a798a59 f da7b	CFG	172030.54	0x7a437e736dd169B706f4c8b9dFEbE b02fbc633cA	110,631.12

ANNEX E

List of Non-Digital Assets held by the 1st – 4th and 9th – 12th Defendants on trust for the 4th Claimant

Legal owner	Non-Digital Assets
2nd Defendant Sun Hong Ming	<ul style="list-style-type: none"> (a) 10% shares in the 2nd Claimant, Shanghai Huiyin Group Co. Ltd (b) All shares and/or other interest(s) in the 3rd Claimant, Digital Finance Group Company (c) All shares and/or other interest(s) in the 4th Defendant, Smart River Investments Limited (d) All shares and/or other interest(s) in the 9th Defendant, W3 Cap Holding Co., Ltd (e) UOB bank account in the name of the 2nd Defendant (which is linked to the UOB Singapore account maintained in the name of the 4th Defendant) and all assets therein (f) Bank of America Merrill Lynch bank account in the name of the 2nd Defendant and all assets therein (g) Credit Agricole bank account in the name of the 2nd Defendant (which is linked to the Credit Agricole account in the name of the 4th Defendant) and all assets therein (h) Bank of New York Mellon bank account in the name of the 2nd Defendant and all assets therein (i) Account registered in the name of the 2nd Defendant with Kraken exchange and all non-digital assets therein (j) Various unexited investments entered into in the name of the 2nd Defendant, totalling USD 417,665 in investment value
3rd Defendant Exchange Union Company	<p>All assets of the 3rd Defendant, including but not limited to the following specific assets:</p> <ul style="list-style-type: none"> (a) Securities account maintained with Fidelity Brokerage Services LLC and/or its affiliates ("Fidelity") and all assets held therein (b) Various unexited investments entered into in the 3rd Defendant's name, with a total investment value of USD 12,152,777.39, including (but not limited to): <ul style="list-style-type: none"> (i) investments into Digital Future Alliance Limited, Open Relay and Ledger SAS;

Legal owner	Non-Digital Assets
	<p>(ii) investments assigned to the 3rd Defendant by Orient Space Pte. Ltd., into the following companies:</p> <ul style="list-style-type: none"> (1) Ethernode LLC (2) Monetization Solutions, Inc (3) Cryzen LLC (4) Slips Entertainment Inc. (5) Button Blockchain Technologies, Inc. (6) Helios Classic Limited (7) Pulse Agent Inc (8) SALDO, INC. (9) Second State Inc (10) Onesmart Technology SA de CV (11) W3 Engineers Ltd. (12) VREX LAB Co., Ltd. <p>(c) Accounts receivable from Genesis Global Capital LLC in the value of USD 37,907,447 (which were later distributed in the form of the Genesis Proceeds)</p> <p>(d) FV Bank bank account in the name of the 3rd Defendant and all assets therein</p> <p>(e) Morgan Stanley securities account in the name of the 3rd Defendant and all assets therein</p> <p>(f) Summit National Bank bank account in the name of the 3rd Defendant and all assets therein</p> <p>(g) Account registered in the name of the 3rd Defendant with Kraken exchange and all non-digital assets therein</p> <p>(h) Account registered in the name of the 3rd Defendant with Binance exchange and all non-digital assets therein</p> <p>(i) Account registered in the name of the 3rd Defendant with BlockFi and all non-digital assets therein</p>
<p>4th Defendant Smart River Investments Limited</p>	<p>All assets of the 4th Defendant, including but not limited to the following specific assets:</p> <ul style="list-style-type: none"> (a) UOB Singapore bank account in the name of the 4th Defendant and all assets therein (which is linked to the UOB Singapore account maintained in the name of the 2nd Defendant) (b) FV Bank bank account in the name of the 4th Defendant and all assets therein (c) Morgan Stanley bank account in the name of the 4th Defendant and all assets therein

Legal owner	Non-Digital Assets
	<p>(d) Credit Agricole bank account in the name of the 4th Defendant and all assets therein (which is linked to the Credit Agricole account maintained in the name of the 2nd Defendant)</p> <p>(e) Securities account maintained with Fidelity and all assets held therein</p> <p>(f) Account registered in the name of the 4th Defendant with Kraken exchange and all non-digital assets therein</p> <p>(g) Various unexited investments made in the name of the 4th Defendant into various companies including Coinlist, 3iQ, Fintech Holdings, LLC, Atlas, ChainSafe, Bloq, Inc., and Circle Internet Financial Limited, with a total investment value of USD 19,401,423.26</p> <p>(h) All shares and/or other interest(s) in Silvery Capital Holding Company ("Silvery Capital"), a company incorporated in Abu Dhabi, and its underlying assets including but not limited to the following specific assets:</p> <p>(i) FV Bank bank account held in the name of Silvery and all assets therein</p> <p>(ii) Shares and/or other interest(s) in Matrix Limited, a company incorporated in Abu Dhabi</p>
<p>9th Defendant W3 Cap Holding Co., Ltd</p>	<p>All assets of the 9th Defendant, including but not limited to the following specific assets:</p> <p>(a) All shares and/or other interest(s) in Assets Bay Investments Limited ("Assets Bay"), and its underlying assets including but not limited to: its paid-up capital of approximately USD 38.2 million, which included cash deposits of USD 32 million (which comprised of USD 5 million in a bank account with Credit Agricole and USD 27 million in bank accounts with UOB Singapore and Indosuez Wealth Management), and 100,000 shares in Coinbase Global, Inc., which shares it had acquired for 6 million USD; and Fidelity account in the name of Assets Bay and all assets therein</p> <p>(b) All shares and/or other interest(s) in W3 Capital Pte Ltd ("W3 FO"), and its underlying assets including:</p> <p>(i) UOB Singapore account held in the name of W3 FO and all assets therein</p>
<p>10th Defendant Create Fortune Pte. Ltd.</p>	<p>All assets of the 10th Defendant, including but not limited to the following specific assets:</p> <p>(a) UOB Singapore bank account no. 349903151511 held in the name of the 10th Defendant and all assets therein (which as of 3 July 2023 comprised USD 1,366,376.54 in deposits)</p> <p>(b) Investments into various projects including Bitquery, Inc, FV Bank, Ngrave with a total value of USD 2,001,640</p>

Legal owner	Non-Digital Assets
	(c) Shares and/or other interest(s) in Mintable Pte. Ltd. held in the name of the 10 th Defendant
11th Defendant Jumbo Access Investments Limited	All assets of the 11 th Defendant, including but not limited to the following specific assets: (a) UOB Singapore bank account held in the name of the 11 th Defendant and all assets therein (which is linked to the UOB Singapore account in the name of the 12 th Defendant)
12th Defendant Wo Quan	(a) All shares and/or other interest(s) in the 10 th Defendant, Create Fortune Pte. Ltd. (b) All shares and/or other interest(s) in the 11 th Defendant, Jumbo Access Investments Limited (c) UOB Singapore bank account held in the name of the 12 th Defendant (which is linked to the UOB Singapore account in the name of the 11 th Defendant) and all assets therein

EXHIBIT B

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Case No.: HC/OC 107/2024

Sub Case No.: HC/SUM 464/2024

Doc No.: HC/ORC 5740/2024

Filed: 01-November-2024 08:34 PM



Between

1. EXCHANGE UNION COMPANY
(Cayman Islands Registration No. 325282)
2. SHANGHAI HUIYIN GROUP CO. LTD
(China Registration No. 310000000081559)
3. SHANGHAI SHENGYI INFORMATION NETWORK CO.,
LTD
(China Registration No. 91310230342255548L)
4. WO WEI DONG
(China Passport No. EJ420888)

...Claimant(s)



And

1. WO QI
(China Passport No. E61431735)
2. SUN HONGMIN
(China Passport No. ED9443725)
3. DIGITAL FINANCE GROUP COMPANY
(Cayman Islands Registration No. SI-338982)
4. SMART RIVER INVESTMENTS LIMITED
(British Virgin Islands Registration No. 1528647)
5. GATE GROUP
(ID Unknown)
6. PAYWARD VENTURES, INC.
(ID Unknown)
7. NEST SERVICES LIMITED
(Seychelles Registration No. 238045)
8. PERSONS UNKNOWN
(ID Unknown)
9. W3 CAP HOLDING CO., LTD
(British Virgin Islands Registration No. 2083355)
10. CREATE FORTUNE PTE. LTD.
(Singapore UEN No. 201736156E)
11. JUMBO ACCESS INVESTMENTS LIMITED
(British Virgin Islands Registration No. 1959900)
12. WO QUAN
(China Passport No. EG5308553)

...Defendant(s)

ORDER OF COURT

Case No: HC/OC 107/2024
SubCase No: HC/SUM 464/2024
Before: The Honourable Judicial Commissioner Kristy Tan
Venue: Chamber 6F
Hearing date/Time: 16-October-2024 at 10 am

The Court made the following orders in the above application:

- a. Para 1 of HC/ORC 999/2024 is discharged.
- b. Until the conclusion of the action in HC/OC 107/2024 (“OC 107”) or further order, a proprietary injunction is granted prohibiting the 1st, 2nd, 3rd and 4th Defendants from dealing with, disposing of, or diminishing the value of:
 - i. the digital assets in the type, amount and wallet locations as of 6 December 2023 listed in Annex I to this order and the traceable proceeds thereof;
 - ii. the five physical bitcoins (each representing 5 digital BTC value) that were handed by C4 to D1 in or around 5 September 2022 and the traceable proceeds thereof;
 - iii. any returns or proceeds from the investments specified in Annex II to this order and the traceable proceeds thereof.
- c. The 1st, 2nd, 3rd and 4th Defendants shall file and serve on the Claimants, within 28 days from the date of this order, an affidavit disclosing what has become of the assets referred to in subparas (b.i) – (b.iii) above that were under their access, control or dominion as of and from 6 December 2023 to date.
- d. Until the conclusion of the action in OC 107 or further order, a proprietary injunction is granted prohibiting the 1st, 2nd and 3rd Defendants from dealing with, disposing of, or diminishing the value of the digital assets listed in S/N 811, 1836, 3945 and 4957 of Annex III to this order and the traceable proceeds thereof.
- e. The 1st, 2nd and 3rd Defendants shall file and serve on the Claimants, within 28 days from the date of this order, an affidavit disclosing what has become of the assets referred to in para (d) above that were under their access, control or dominion.
- f. The Claimants shall fortify their undertaking as to damages that D1-D4 may incur from compliance with this order by paying the amount of US\$630,475 to their Singapore solicitors to hold as stakeholders for the first year of litigation beginning from the commencement of OC 107, with liberty to D1-D4 to apply for proportionate increase in the event the litigation progresses beyond the first year.
- g. Until the conclusion of the action in OC 107 or further order, a proprietary injunction is granted prohibiting the 8th Defendant from dealing with, disposing of, or diminishing the value of the digital assets listed in Annex III to this order and the traceable proceeds thereof.
- h. The 8th Defendant shall file and serve on the Claimants, within 14 days from the date of this order, an affidavit disclosing what has become of the assets referred to in para (g) above that were under their access, control or dominion.
- i. Until the conclusion of the action in OC 107 or further order, the 5th Defendant is prohibited from dealing with, disposing of, or diminishing the number of the digital assets listed in S/N 1–17 in Annex III to this order in the Gate.io user account(s) pertaining to the following wallet addresses (the “**Gate.io Wallets**”) and, where applicable, the fruits or proceeds thereof:
 - i. 0x34576B58bAae93e9622ccc13001987803428b559;



- ii. WQnkfwF2jYsg7VL8BrvnfrkXknbnk4ByGyMCmRL6jVz8vvs;
- iii. pLoJcxWEwaeW9E68ZijiDZ4VXCbnKATYbAfpPnEEemG2HqWU;
- iv. wd7yNbgJXrxcquaL3U3SxGAcmsgVViQmNF7sWPDyd667gVhgV;
- v. a3ageRr6UFgWCtK4St382xCqoNWqEK5VEFMCEX4J6SpsaVALF;
- vi. dDyVe7EfYVLMpWnfivqvmWK5jD6djm76qYyHUAAnW71igaFoT; and
- vii. 2Ji4pcGU74Ygvaj3NSu7osz9hdvwpD6MUoQQ8EZjoaFtPRw5,

j. The 5th Defendant shall file and serve on the Claimants, within 14 days from the date of this order or such date that the 5th Defendant and Claimants may agree on, an affidavit disclosing:

- i. The current balance of each of the Gate.io Wallets;
- ii. Information and documents collected by the 5th Defendant in relation to the owners of each of the Gate.io Wallets; and
- iii. Details of all transactions involving each of the Gate.io Wallets from 8 December 2023 to the date of disclosure.

k. Until the conclusion of the action in OC 107 or further order, the 6th Defendant is prohibited from dealing with, disposing of, or diminishing the number of digital assets listed in S/N 18–21 in Annex III to this order in the Kraken user account(s) pertaining to the following wallet addresses (the “**Kraken Wallets**”) and, where applicable, the fruits or proceeds thereof:

- i. 7MpPM98aAquuw3gGLhf36pmiYEjtVN6FFcTNdctPtomLP9E5; and
- ii. 0xd43cb11be295bef0f4a50f405eb4e60b786c9386

l. The 6th Defendant shall file and serve on the Claimants, within 14 days from the date of this order or such date that the 6th Defendant and Claimants may agree on, an affidavit disclosing:

- i. the current balance of each of the Kraken Wallets;
- ii. information and documents collected by the 6th Defendant in relation to the owners of each of the Kraken Wallets; and
- iii. details of all transactions involving each of the Kraken Wallets from 8 December 2023 to the date of disclosure.

m. Until the conclusion of the action in OC 107 or further order, the 7th Defendant is prohibited from dealing with, disposing of, or diminishing the number of digital assets listed in S/N 22–34 in Annex III to this order in the Binance user account(s) pertaining to the following wallet addresses (the “**Binance Wallets**”) and, where applicable, the fruits or proceeds thereof:

- i. 13wiwEdkogdAyChmi9PwMHyrCq5Aj1UH9DSx7iwBuSVCfp; and
- ii. aApwjZ6GbDJQoKJRwv62WBmTxhc6KvK1K9oaWCDnNtvLB1E

n. The 7th Defendant shall file and serve on the Claimants, within 14 days from the date of this order or such date that the 7th Defendant and Claimants may agree on, an affidavit disclosing:

- i. the current balance of each of the Binance Wallets;
- ii. information and documents collected by the 7th Defendant in relation to the owners of each of the Binance Wallets; and
- iii. details of all transactions involving each of the Binance Wallets from 8 December 2023 to the date of disclosure.



o. The Claimants shall bear the reasonable costs and expenses of the 5th, 6th and 7th Defendants in complying with this order, with any such costs to be fixed by the court if not agreed.

p. The Claimants may serve this order and any court documents relevant to HC/SUM 464/2024 (“SUM 464”) out of jurisdiction on the 8th Defendant, and may effect substituted service of the Originating Claim in OC 107, SUM 464, this order and any court documents relevant to SUM 464 on the 8th Defendant by transferring a Non-Fungible Token containing embedded hyperlinks to the said documents, to the digital wallets listed in column (F) of the table at Annex III to this order.

q. No order is made on prayer (m) of SUM 464.

r. Prayer (n) of SUM 464 is dismissed.

s. The costs of and occasioned by SUM 464 shall be costs in the cause of OC 107.

Date of Order 16 October 2024



Notes:

1. The person or entity served with this judgment/order and who/which has been ordered to pay money, to do or not to do any act must comply immediately or within the time specified in the judgment/order, if any.

2. Failure to comply may result in enforcement of judgment/order proceedings, including contempt of Court proceedings, against the said person or entity.

1 Name of Document: Annex I
Annex:

2 Name of Document: Annex II
Annex:

3 Name of Document: Annex III
Annex:



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Portal verifies:

(a) that it was issued by the Courts of the Republic of
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filed with the Courts in relation to an application for a Grant
of Probate/Letter of Administration; and (b) the text of the
document was issued on 16 Oct 2024

A handwritten signature in black ink, appearing to be 'Jill Tan', located above the printed name.

HC/OC107/2024-HC/SUM464/2024-HC/ORCS740/2024-HC/OC107/2024-HC/SUM464/2024

JILL TAN
REGISTRAR
SUPREME COURT
SINGAPORE



Annex I

(A) S/N	(B) Token	(C) Wallet in which tokens were held, as at 6.12.2023 ¹ ,	(D) Full Wallet Address	(E) Amount
1.	DOT	647	12eT9NeG5omxb8Keq6e4wSdVutGXUfvVXySStmBeSAgh5CDb	200,000
2.		869	133F5mJXSSw26XwtFEPJK8VNrEh2hkoKKhQFTD4oaG6dhPgj	700,000
3.		754	16GdprNFZb2EQeAtf6RoqoT44uunWW1Q2AkxD6yzLBF5ifLX	53,935
4.		723	ddoPVWX6SCSEy1NDAPn2hdnRby1EyoEfdh5qeZhwkMQBBM	150,000
5.		750	1xXNRbEzCVThLTdBaByoXSpDtIK19ndU4eSkLoehmuJgsmH	267,987
6.		751	1gud1HYW7tvygdkSxV1tjXJ7WieodBNVWuZUaaD2ddQS4Ca	232,152
7.		752	162SQf2AN95ck2y5L3RG9XxdJjXmBJomSz6yu7yDnDpf7TrN	230,230
8.		755	16KU2bvTFZn7c4ouKbyZWGE1ie88Ed2WAmGYZkMqm9WGeXSF	234,178
9.		882	15LBNVjANisHXxQAQMzvAMNu3LdGsx6nZzCtYmGyvRnt5ezi	478,707
10.		883	12Mx1T18r4wxu4swSSq39eVyJpjGjBj9coTVDEK6azRSJred	195,870
11.		884	15ERGnuAsE5FqK88FL3AkdXjrPcdrCEfGr74ovyBio8zfWt4	256,878
12.		885	13Da2daqUzP8Yg6jdAw3RfZQiHtXdp34DKmCQrHR6EuXj6Tv	175,412
13.		886	13vW3Mg72HWKt229mKwPmcNLWhbEUSz4NE7r1LuUuan6AS39	175,537
14.		887	142tjyjeEYCrQtPss6x5jJrtVr7jwWZYH7UzwnUNWVqhk3Q8	176,862
15.		888	1ZQsfu4h5LUPuyGUPWEKdGmCSCGBJXjVYpUksGmRcEP9fhH	175,171
16.		889	1XPYw5t1kLheLKJmjQxaY161HMFceoo4Fcwnbipst25iizwz	175,273
17.		892	12ZRvZf3wb4jdFuC2aSMKkgAsfo8HhS5uh7PG5J8fhBNNNk	228,349
18.		EUC's Binance Account	Not Applicable	560,627

¹ See Annex A of Statement of Claim (Amendment No.1) filed on 16.7.2024 ("SOC (A1)")

(A) S/N	(B) Token	(C) Wallet in which tokens were held, as at 6.12.2023 ¹ ,	(D) Full Wallet Address	(E) Amount
19.			Total	4,667,168
20.	ASTR	691	XQ5mBRMhkZ31AwztWM3QR7aqPyk8jvUqMAuh718S2qRs1Xv	39,435,191
21.		694	ZCDpBwuR5FHagz5JHSRJGFNPVZtGPnufTL7rFzTu6LtT4tV	45,534,047
22.		702	WtzBSaSe1FSc72QHyPgYoKYqqiqpwbNqdRXTpXXMfeCT4P7	9,540,916
23.		618(704)	Z7xeMfYdEJrtYPsWFBfLTU9UKjVQQABHq6Yt2veCL3n8j9G Z7xeMfYdEJrtYPsWFBfLTU9UKjVQQABHq6Yt2veCL3n8j9G	77,199,834
24.		719	Xtb7BWakW7HWvWsbQ8G57mCXKmrZ4ZCLHyMVZf8VxJbV5vV	12,757,494
25.		728	ZfX991bEHfhwS9vg7j4926kZ8tU6sH1qbBWGUKMdXiXpeN8	16,580,940
26.		756	b4unak5TwNRZkpCpMLBJ12XRYbB44bLxqV3uWNvrMxwk2jW	15,370,766
27.		757	XcxMSAS5KkyvMEKLNJHMrKPMitPn6A7QAblGUEw8eiks91	19,805,541
28.		759	0x4eEa3427ad5c17943847b348FE16D462f88caF9	19,059,790
29.		761	XFjKjMJcQoaAnaZ9YaBGzPS6tqFkAHGgNpFZAiPqWNbze3w	21,504,762
30.			Total	276,789,281
31.	ENJ	736	enDGmzm4VSkFcWNVQuHgPBJ6t8uAbHUzmLL53wNVt1DgR5zjt	4,885,398
32.		768	enDgUqLRKkgWUr9QsnWdYqPakFiMjMUcQh2YFHaKlBPKCzAyQ	4,040,870
33.		891	enCgVVRhBeJiQ696uNmPwhoj8TmniM492VBdibyvxJnJo9WN6	4,927,404
34.		EUC's Binance Account	Not Applicable	1,320,000
35.			Total	15,173,672
36.	GLMR	760	0x4eEa3427ad5c17943847b348FE16D462f88caF9	1,067,224 – (26,634)
37.		764	0x52b77D2617A62651EF50a4956dE47f13e48A2B2c	1,653,925 – (41,275)

(A) S/N	(B) Token	(C) Wallet in which tokens were held, as at 6.12.2023 ¹ ,	(D) Full Wallet Address	(E) Amount
38.		765	0x764Cbc3Af4Fa3243f3d38EE3aB1F7b6C640d1C6A	3,893,584 – (97,167)
39.		766	0x0f9BA1621CA82ea963D82046A44486f34C45b28	2,423,492 – (60,480)
40.		767	0x521055Ee79cd8fDE5A13432606d39a882B28Bbf7	602,363 – (15,032)
41.		Total (with a reduction in the additional number of GLMR tokens in the relevant wallet) ²		9,640,588 – (240,588) = <u>9,400,000</u>
42.	RNDR	678	0x20aD017D62304C8e8f6C6B3080B057A44e941146	490,927 – (2,114)
43.		677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	1,767,865 – (7,613)
44.		EUC's Binance Account	Not Applicable	221,891 – (956)
45.		Total (with a reduction in the number of RNDR tokens across the three wallets) ³		2,480,683 – (10,683) = <u>2,470,000</u>
46.	ETH	844	0x9a6Abf2133b8Ba850a4DE65a214B5fd0Ed68BF88	1,192
47.	BTC	843	bc1q2klkwpadf7gdvel6s3l25a09jhnpymvw8uj0q	118
48.	METIS	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	28,271
49.		677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	27
50.		Total		28,298
51.	CAPS	733	14rdLHrTLQAmDv7cehqVQyzp1moQNDTxgJRxCkxr12Sbcrsa	36,026,212
52.	VPP	614	0x36822AD3f4dF3E49EB042AFE74e43551d3c3Adba	4,404,628

² The Claimants have inadvertently omitted to include the additional 240,588 GLMR tokens from staking proceeds when preparing Annex C in SOC (A1).

³ The Claimants have inadvertently omitted 10,683 RNDR tokens from the tally of RNDR tokens in Table C of Annex C in SOC (A1).

(A) S/N	(B) Token	(C) Wallet in which tokens were held, as at 6.12.2023 ¹ ,	(D) Full Wallet Address	(E) Amount
53.	NEWO	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	8,261,455
54.	RMRK	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	40,000
55.	ARSW	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	11,185,013
56.	UNQ	713	ungUM9dAGWHyJ6khcXB3we6kpGWu1Lc1RLXmRDj1ASwU1ZLdy	5,878,856
57.	ZLK	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	530,316
58.	INTR	686	wd8xfcBneXyd1EdniEMw4suscBKgeUqE57C54sZZRRPT8EBKr	284,648
59.	BNC	705	eucuMCx1XBb3boLQn4giMja7osnTanhUmegViZwfBeGR3V7	12,000
60.		723	ddoPVWX6SCSEy1NDApn2hdnRby1EyoEfdh5qeZhvwkMQBBM	5,999
61.		869	133F5mJXSSw26XwtFEPJK8VNrEh2hkoKKhQFTD4oaG6dhPgj	14,007
62.		Total		32,006
63.	SHFT	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	1,568,788
64.	BRO	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	2,287,040
65.	FCL	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	625,000
66.	KWT	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	5,794,594
67.	LAY	677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	7,160,420
68.	SRS	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	20,000,000
69.	aSEED (Acala)	698	21v7pc3K1XL6pG31wdUnU25unVUmtgRVvUGw3m4qAUSzqpQG	9,158
70.	OVL	677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	400,000
71.	KKT	677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	11,111,111

(A) S/N	(B) Token	(C) Wallet in which tokens were held, as at 6.12.2023 ¹ ,	(D) Full Wallet Address	(E) Amount
72.	EARN	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	6,457,143
73.	ATID	677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	7,222,222
74.	GOV	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	2,333,333
75.	QTZ	636	yGFBYGws8DYemPJ6LYC3tYkaLZfrCt3AMAYnt3yNV5QuibZD4	6,713,470
76.	TIDAL	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	20,937,500
77.	UNQ	696	unfZaa5zPqrpuc0CSLk1M9VkQJFtTQJj7z1JLhWCMoBdyWXUr	356,867
78.	NOVA	644	GZpAH6ax4VrWJmLAFpuiEnz6ByAuJeDmsaF34rR9HHWJ	74,403
79.	LTY	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	33,346,279
80.	PETS	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	234,464
81.	ARKN	677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	3,377,777
82.	NOVA	682	7kBQhp1jEmkbVuPu2RWBCNc1zLyFLUTc2JRurXcDbs2b	51,463
83.	KRAC	677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	400,167
84.	WBOND	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	10,000,000
85.	AFK	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	2,083,333

(A) S/N	(B) Token	(C) Wallet in which tokens were held, as at 6.12.2023 ¹ ,	(D) Full Wallet Address	(E) Amount
86.	Starly	677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	140,126
87.	HDX	685	7K4LkipjzdHC4aQuRPNRJgYEKYGoKNSfmuJXNkJbHdKiBgD9	660
88.	ATID	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	6,033
89.	TEA	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	7,017
90.	GSN	676	0x7e0324b39Aa585f13d3CCc2Ed1375592ABDABE9f	109,978
91.	KEEY	677	0x2C20E739552cd0BEAF523930BAAD7754C426C962	100
92.	SuperBonds	644	GZpAH6ax4VrWJmLAFpuiEnz6ByAuJeDmsaF34rR9HHWJ	500,000
Total				518,481,334

Annex II

(A) S/N	(B) Project Name	(C) Investment Date	(D) Token	(E) Amount Invested
1.	RAND	1/6/2022	RND	USD 500,000
2.	NFT3	1/7/2022	-	USD 100,000
3.	Swing	1/7/2022	SWING	USD 200,000
4.	MetaDojo	1/10/2022	-	USD 500,000
5.	HydraDX	1/22/2022	HDX	USD 250,000
6.	Arthswap	1/27/2022	ARSW	USD 250,000
7.	HydraDX	1/27/2022	HDX	150,000 DOT \$18.07 per coin as at 1/27/2022, which works out to USD 2,710,500 invested
8.	Minterest	2/7/2022	MNT	USD 300,000
9.	Subsquad	2/11/2022	SQD	USD 500,000
10.	Starlay	2/28/2022	LAY	USD 100,000
11.	AFKDAO	3/29/2022	AFK	USD 120,000
12.	Astrid	3/29/2022	ATID	USD 300,000
13.	Sirius Finance	4/7/2022	SRS	USD 200,000
14.	Melaxy	4/8/2022	IFS	USD 200,000
15.	Unique	4/10/2022	UNQ	25,000 DOT \$19.78 per coin as at 4/10/2022, which works out to USD 494,500 invested
16.	DAM (Ivy Wallet)	4/27/2022	-	USD 300,000
17.	Aperion	5/2/2022	APRS	USD 500,000
18.	Cosmize	5/13/2022	-	USD 99,000
19.	CypherMOD	5/19/2022	-	USD 2,500,000
20.	RAND	6/30/2022	-	USD 500,000
21.	Sumi	7/10/2022	-	USD 500,000
22.	Talisman	7/17/2022	-	USD 1,500,000
23.	Shardeum	8/3/3033	SHM	USD 1,000,000
24.	PWN DAO	1/10/2023	-	USD 400,000
25.	Earn Network	2/20/2023	EARN	USD 100,000
26.	Linera	6/30/2023	-	USD 250,000
27.	Zetachain	8/29/2023	-	USD 2,000,000
28.	MyContainer (Earn Network)	12/29/2021	EARN	USD 330,000
Grand total value invested (USD)				16,704,9000.00 16,504,900.00

Annex III

(A) S/N	(B) Transfer Date (UTC)	(C) Originating Entrusted Digital Wallet Address (S/N in Annex A)	(D) Token	(E) No.	(F) Impugned Wallet	(G) Transaction Hash
I. Digital wallets holding stolen digital assets held on the Gate Exchange, operated by the 5th Defendant						
1.	2024/1/26 17:08:23	0x7e0324b39Aa585f13d3CC c2Ed1375592ABDABE9f (Wallet 676)	DORA	90	0x34576B58bAae93e9622ccc13001 987803428b559	0xaf4c7ad73e73ba80106b5aa47b9 7573b33e20afb343e060317464ecc acab5d08
	2024/1/26 17:16:11	0x7e0324b39Aa585f13d3CC c2Ed1375592ABDABE9f (Wallet 676)	DORA	1,251,500	0x34576B58bAae93e9622ccc13001 987803428b559	0x536990a2154f40c59b3bf730472 cec0bde3a64f7516f362dc40c76b5 bd10c3d9
2.	2024/1/26 17:01:59	0x7e0324b39Aa585f13d3CC c2Ed1375592ABDABE9f (Wallet 676)	DORA	12,515	0x34576B58bAae93e9622ccc13001 987803428b559	0x0f4f9c08f16c73cce16ce62b8a91 47fa66383426e51fe357978ba0435 310d122
3.	2024/1/21 15:45:08	0x7e0324b39Aa585f13d3CC c2Ed1375592ABDABE9f (Wallet 676)	USDC	2,310	0x34576B58bAae93e9622ccc13001 987803428b559	0x69e197bf30bcb0a3643be7ad5c5 3acbf98aee2fb0d29d9306e31958a 77737a2f
4.	2024/1/21 15:48:29	0x2C20E739552cd0BEAF52 3930BAAD7754C426C962 (Wallet 677)	THG	1,841,308	0x34576B58bAae93e9622ccc13001 987803428b559	0xb0bd29b3c858557e9da6f4ead2f 2c95cd754e63e52a0ee5f0913351a 3f7295a1
5.	2024/1/21 15:51:23	0x2C20E739552cd0BEAF52 3930BAAD7754C426C962 (Wallet 677)	MYRA	974,671	0x34576B58bAae93e9622ccc13001 987803428b559	0x43f079a372d16e5ff5eac7b1c0cf 93830ee61535b572710afde56800 e642ae51
6.	2024/1/13 08:10:12	XQ5mBRMhkZ31AwztWM3Q R7aqPyk8jvUqMAuh718S2q Rs1Xv (Wallet 690 / 691)	SDN	163,463	WQnkfwF2jYsg7VL8BrvnfrkXknBNk 4ByGyMCmRL6jVz8vvs	0xe22922b73c3a0829af9827f9bd1 7c6f3d12e1af72d897cfd07a85383f 327fd4e
7.	2024/1/13 14:43:18	rkNZr3uDCrjo9UaEmTNYjRS 3puYyEK3MUHrzpa8CvJSwp Yc (Wallet 641)	KAR	143,228	pLoJcxWEwaeW9E68ZijiDZ4VXCBn KATYbAfpPnEEemG2HQWU	0x77726ac13e0360c8c39e5d0dc5 1b7662426834b97097f68efc16817 73a0c3517

(A) S/N	(B) Transfer Date (UTC)	(C) Originating Entrusted Digital Wallet Address (S/N in Annex A)	(D) Token	(E) No.	(F) Impugned Wallet	(G) Transaction Hash
	2024/1/13 17:26:24	rkNZr3uDCrjo9UaEmTNYjRS 3puYyEK3MUHrzpa8CvJSwp Yc (Wallet 641)	KAR	13,021.97	pLoJcxWEwaeW9E68ZijiDZ4VXCBn KATYbAfpPnEEemG2HQWU	0x749ae7914a84a42e75d505f9bb 7d9c4ac292efeb13d8a7d4b3295d3 cab1e9da9
8.	2024/1/1 15:04:06	0x7e0324b39Aa585f13d3CC c2Ed1375592ABDABE9f (Wallet 676)	ASTR	1,000	0x34576b58baae93e9622ccc13001 987803428b559	0x37c463fc628eafbd255b6b4cfaaf aa8ccdb7a94623a4f275a1fb562fd2 86a742
	2024/1/1 15:33:24	0x7e0324b39Aa585f13d3CC c2Ed1375592ABDABE9f(Wal let 676)	ASTR	5,609,352	0x34576b58baae93e9622ccc13001 987803428b559	0x22a61a05588100d0098c41a203 460667048acdab5976eab4a20aa3 3c13a988e8
9.	2023/12/28 14:37:23	0x2c20e739552cd0beaf5239 30baad7754c426c962 (Wallet 677)	CAPS	1,450,035	0x34576b58baae93e9622ccc13001 987803428b559	0x2b7cf223d758fb349c62a6ce95a 65403e10548ebd7004ef799c9b91 93ff55250
10.	2023/12/27 16:00:24	wdBE6z9Nt4WjgAtze1yK5c Wrmu4bNSxac7S5fSvsectLE Bd3D (Wallet 730)	INTR	25,119,381	wd7yNbgJXrxcquaL3U3SxGAcmmsgV ViqMnF7sWPDyd667gVhgV	0x0a4fbb6f923c61d0d27af1d1c9c9 8562e2a34019786e4d77c7bc296c c0507731
11.	2023/12/27 15:35:00	wd8xfcBneXyd1EdniEMw4su scBKgeUqE57C54sZZRRPT 8EBKr(Wallet 686)	INTR	1,000,000	wd7yNbgJXrxcquaL3U3SxGAcmmsgV ViqMnF7sWPDyd667gVhgV	0x41d769e6903b3084ef74eac74e8 a4d2cd73c044dc68d9e701af70a4f 09227b77
12.	2023/12/26 17:19:25	a3bfwSMAavhWNDNX7eMc9 Zx6d gA2P55MX7RQD1Pstn8D2D Qbo (Wallet 688)	KINT	249,202	a3ageRr6UFgWctK4St382xCqoNW qEK5VEFMceX 4J6SpsaVALF	0x5fad971022b6c6e7e0409f5fecdc 563da5dfd9a4cf7138152362a61e2 0661219
13.	2023/12/26 18:04:30	2LBsB7qPpq76mPkaqfAT6Kt bhCvn5tv5c7CZyHky2JWEX HvnBx (Wallet 717)	ZTG	642,857	2Ji4pcGU74Ygvaj3NSu7osz9hdvwp D6MUoQQ8EZjnW71igaFoT	0xfc8956b4419f65915e3e2ca3f820 b49428cd328e00e687e7149f9d8b 96bbd6d8

(A) S/N	(B) Transfer Date (UTC)	(C) Originating Entrusted Digital Wallet Address (S/N in Annex A)	(D) Token	(E) No.	(F) Impugned Wallet	(G) Transaction Hash
14.	2023/12/26 17:49:24	2LBsB7qPpq76mPkaqfAT6Kt bhCv CzXbMqpQQR20YCo4VjqwL (Wallet 716)	TEER	62,664	2Ji4pcGU74Ygvaj3NSu7osz9hdvwp D6MUoQQ8EZj oaFtPRw5	0x3083e3a755211896d5983ee278 b68b20c56d2f854529cdea425f25a 3520fc430
15.	2023/12/26 17:05:11	0x7e0324b39aa585f13d3ccc 2ed1375592abdabe9f (Wallet 676)	LMR	3,333,333	0x34576b58baae93e9622ccc13001 987803428b559	0x7e0f4e8fd439e82571f5905c1489 3764b999a03c48cebf1fd601bbad 7dbff2c
16.	2023/12/26 17:04:11	0x7e0324b39aa585f13d3ccc 2ed1375592abdabe9f (Wallet 676)	SWASH	462,962	0x34576b58baae93e9622ccc13001 987803428b559	0xbb76390794302cb22c268cf46bf 1b790dace434018f013dd65d488f1 47baa37f
17.	2023/12/26 16:57:35	0x7e0324b39aa585f13d3ccc 2ed1375592abdabe9f (Wallet 676)	SAITO	11,200,000	0x34576b58baae93e9622ccc13001 987803428b559	0xb4020b3ab0f3f55b9610c4f29061 d2246f1824bb05bd966bdae68332 5a9acb1b
II. <u>Digital wallets holding stolen digital assets held on the Kraken Exchange, operated by the 6th Defendant</u>						
18.	2024/1/26 16:23:18	7KYr6iuZ3NqSaKyn8H9dyPB r1U4ujh5PGr6yBCxbMYnsp6 4y (Wallet 712)	HDX	1,200	7MpPM98aAquuw3gGLhf36pmiYEjt VN6FFcTNdctPtomLP9E5	0x5fa47818b86c32ead878fef7bef9 d974e8afe1dadb527179a3511565f bfb425
	2024/1/26 16:38:18	7KYr6iuZ3NqSaKyn8H9dyPB r1U4ujh5PGr6yBCxbMYnsp6 4y (Wallet 712)	HDX	4,442,646	7MpPM98aAquuw3gGLhf36pmiYEjt VN6FFcTNdctPtomLP9E5	0x8c32175456ce3930bd6cc897f57 d2efb61e33e7e7d9c594fea6d38d9 7fe09daf
19.	2024/1/26 16:52:18	7K4LkipjzdHC4aQuRPNRJg YEKYGoKNSfmuJXNkJbHdK iBgD9(Wallet 685)	HDX	15,344,000	7MpPM98aAquuw3gGLhf36pmiYEjt VN6FFcTNdctPtomLP9E5	0x9e20ef2bfcab92e5629c832fee32 f0d63af704df90e0b35bbd4aae277 7ba0e99

(A) S/N	(B) Transfer Date (UTC)	(C) Originating Entrusted Digital Wallet Address (S/N in Annex A)	(D) Token	(E) No.	(F) Impugned Wallet	(G) Transaction Hash
20.	2023/12/26 16:51:59	0x20ad017d62304c8e8f6c6b 3080b057a44e941146 (Wallet 678)	RNDR	490,927	0xd43cb11be295bef0f4a50f405eb4e 60b786c9386	0x7c86ae079a3ebf3a8cf0a7f74444 ebb1ff07caa73d59167a15356e4b8 db52229
21.	2023/12/26 16:33:23	0x2c20e739552cd0beaf5239 30baad7754c426c962 (Wallet 677)	RNDR	10	0xd43cb11be295bef0f4a50f405eb4e 60b786c9386	0x67de5c5706bba73bb857566fdd9 c3ec39dfc9b6eea410b75e9c67589 a95cdccd
	2023/12/26 17:06:35	0x2c20e739552cd0beaf5239 30baad7754c426c962 (Wallet 677)	RNDR	1,767,855	0xd43cb11be295bef0f4a50f405eb4e 60b786c9386	0xa329b706a22f5b972bfabf2c46de 6b6a7f8839b09594dde1f2c132a29 0a7d8f9
III. <u>Digital wallets holding stolen digital assets held on the Binance Exchange, operated by the 7th Defendant</u>						
22.	2024/2/1 16:26:24	16GdprNFZb2EQeAtf6RoqoT 44uunWW1Q2AkxD6yzLBF5i fLX (Wallet 754)	DOT	54,273	13wiwEdkogdAyChmi9PwMHyrCq5 Aj1UH9DSx7iwBuSVCfp	0xf8492ac52dfcf625219745225761 e7fca13a7533752e9d2eb23cb0562 841d001
23.	2024/2/1 05:37:35	0x2ad9034e50373629fb57eb 04fe0f1e078a169d42 (Wallet 763)	USDC	500,000	0x9682df1247f884b2be5400156f692 9b647f219f7	0x6477e3bdb1f437a3cd411e1b8fa 44a586fa9abaff82ed9a0906bb066 6ca9925d
24.	2024/1/20 16:54:06	12TnUDiLnJBQDsvgMqwwW unTbyGGrpmsteQFcgnd7krz TKbs (Wallet 684)	DOT	150,000	13wiwEdkogdAyChmi9PwMHyrCq5 Aj1UH9DSx7iwBuSVCfp	0x8d52e67381b7fd06df7603d4952 9731ed5dfa5d3bdc97ce270fc776a c6ef7de8
25.	2024/1/18 14:56:42	12xHpDo9q3jejdVZ4jj9BcS5 Hu4PH9QbPbChR9SdBgLA5 a6k (Wallet 711)	DOT	10	13wiwEdkogdAyChmi9PwMHyrCq5 Aj1UH9DSx7iwBuSVCfp	0xb4567ad5eaf72a6b981ee7f857b 624f94c6d66f9aaf78fe4c5a0d78e9 c0ddcbe
	2024/1/18 15:01:24	12xHpDo9q3jejdVZ4jj9BcS5 Hu4PH9QbPbChR9SdBgLA5 a6k (Wallet 711)	DOT	149,990	13wiwEdkogdAyChmi9PwMHyrCq5 Aj1UH9DSx7iwBuSVCfp	0xa176377320b975bee1f84de9cae c29bb49b985cf9fe19a5bbd7adda8f 83ffc45

(A) S/N	(B) Transfer Date (UTC)	(C) Originating Entrusted Digital Wallet Address (S/N in Annex A)	(D) Token	(E) No.	(F) Impugned Wallet	(G) Transaction Hash
26.	2024/1/15 14:51:36	Xtb7BWAkW7HWvWsbQ8G5 7mCXKmrZ4ZCLHyMVZf8Vx JbV5vV (Wallet 719)	ASTR	1,350	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0x9df8add84b4181feb92df7212cb3 a248cf6c233f6c57e10572436ed60 3e098f9
	2024/1/15 15:00:54	Xtb7BWAkW7HWvWsbQ8G5 7mCXKmrZ4ZCLHyMVZf8Vx JbV5vV (Wallet 719)	ASTR	12,850,577	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0x24cf03376082f7e4513fd78ed23b bb75b77fd312b9220e9d8f0cf4a6c6 9fcd8b
27.	2024/1/15 15:38:06	WtzBSaSe1FSc72QHYPgYo KYqqiqpwbNqdRXTpXXMfe CT4P7 (Wallet 702)	ASTR	10,113,158	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0xaefea8a8b191d0b5a4939bfc70c 86a95fdaa29a77aef3a15528ad164 fa3819eb
28.	2024/1/15 15:05:54	ZCDpBwuR5FHagz5JHSRJ GFNPVZtGPnufTL7rFzTu6Lt T4tV (Wallet 694)	ASTR	45,841,411	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0x2cc3bbcaa8f72da517a2d34161a 2266389dcd0d0188c1484b732a39 a246e2789
29.	2024/1/15 15:13:36	XQ5mBRMhkZ31AwztWM3Q R7aqPyk8jvUqMAuh718S2q Rs1Xv (Wallet 690)	ASTR	39,577,373	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0xb924515bb4c3e4c26f00b4d885ff 9e0d623eca38d5d228bd69954202 0911d7f5
30.	2024/1/13 07:38:12	XFjKjMJcQoaAnaZ9YaBGzP S6tqFkAHGgNpFZAIpQWNb ze3w (Wallet 761)	ASTR	21,687,893	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0xff4fde2ddadede62e0195265e69 8954be241cd6a28625cdc252cb12 ddf3ec19c
31.	2024/1/12 15:58:30	WypXeLJ64xU2y1hQy5faWk nZ4mJcmGtymWGYLrKrCUZ SNxv (Wallet 700)	ASTR	60,389,123	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0x28acf49c4fe2c4471478e1d08c0 5f63ae79ba3ce632f91e0c50e0ed4 e563f4a0
32.	2024/1/12 15:03:42	ZfX991bEHfhwS9vg7j4926kZ 8tU6sH1qbBWGUKMdXiXpe N8 (Wallet 728)	ASTR	125	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0xf0953eeb88254272c2620cd195b 41fcd086ed83e50fa8a036ee34e38 044d1406

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	2024/1/12 15:35:18	ZfX991bEHfhwS9vg7j4926kZ 8tU6sH1qbBWGUKMdXiXpe N8 (Wallet 728)	ASTR	33,401,487	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0xfd8c2f42d23dec538164111a432 03f7310d5c732aaf765bd5cc4234b ccc29218
33.	2024/1/12 15:54:00	b4unak5TwNRZkpCpMLBJ1 2XRYbB44bLxqV3uWNvrMx wk2jW (Wallet 756)	ASTR	15,489,129	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0xc73c0884e90ab3520bc5b2af9c0 98ee4ed503a5a2e1f41eaabe49f11 3be9b266
34.	2024/1/12 15:45:12	XcxMSAS5KkyvMEKLNJHMr KPVMitPn6A7QAbLGUEw8ei ks91(Wallet 757)	ASTR	19,962,641	aApwjZ6GbDJQoKJRwv62WBmTxh c6KvK1K9oaWCDnNtvLB1E	0x03ad50565d4456bcd1be5fb84f4 a9ac64de9ed67f1931411cd48e02e 695b2a5a
IV. Digital wallets holding stolen digital assets held on unknown exchanges						
35.	2024/2/8 00:41:20 (UTC+8)	0x2C20E739552cd0BEAF52 3930BAAD7754C426C962 (Wallet 677)	METIS	22,527	0xfe8078e29982eeA4fC93Ef9D4c78 4433a750D74c	0x96e12ea4b05a93d802fe45c6b6e 1cc9c3a5a329e73f5d893ace85199 3972d5e0
36.	2024/2/8 00:15:50 (UTC+8)	0x7e0324b39Aa585f13d3CC c2Ed1375592ABDABE9f (Wallet 676)	METIS	5,771	0xC356c10128653Dc2Cd6eE0CF21 90D72F00852E99	0xec91bcff40bc865cad53049da7e 1298a3601b613bc6cf481f8601734 02579805
37.	2024/1/23 15:22:20	5E1zftY5yGUBJ6V376g93Tb vSH4jaqrTK6UDFrTGdbJduH 8Y (Wallet 720)	REEF	1,780	5CUKEptHf8x4KFDrofGkFQuVKipB omBdP4gKazKexafpBxxo	0xac789efc6b1e7f8ab8ab0011d36 a57e401330c94dc15ec1c0c430fb8 52470387- efa14
	2024/1/23 15:30:30	5E1zftY5yGUBJ6V376g93Tb vSH4jaqrTK6UDFrTGdbJduH 8Y (Wallet 720)	REEF	71,477,500	5CUKEptHf8x4KFDrofGkFQuVKipB omBdP4gKazKexafpBxxo	0x6d964d5570d237c02ca68212d0 77cbbbf112f851a19c33b1be0be64 6d8a64795- 76f87
38.	2024/1/20 23:06	506ad0039bfa815dc5c011e3 45b0d88d30805cf2 (Wallet 683)	POKT	114	9d7aa270a2444c01c7ea740f195233 8dc237f2af	66FD3FD64267C990EC9E52438A 13A30CBF7D63FC1D63F60A8EB 6F1FD9172F2F2

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	2024/1/20 23:49	506ad0039bfa815dc5c011e3 45b0d88d30805cf2 (Wallet 683)	POKT	2,053,403	9d7aa270a2444c01c7ea740f195233 8dc237f2af	057FAC30CDA16C0C170BBCC11 426B1FBC70F6439969416BADBD 9C6BABEE9E5F8
39.	2024/1/16 18:23:06	0x52b77D2617A62651EF50a 4956dE47f13e48A2B2c (Wallet 764)	GLMR	1,024,423	0xE4307D1E93f23bf867ca6f72F0cd 94d47c90d708	0x0ce82db1ca0f8c9c328987af424 7e219ee906fb0ea2879f778e71e02 b43b6086
40.	2024/1/16 18:14:00	0x521055Ee79cd8fDE5A134 32606d39a882B28Bbf7 (Wallet 767)	GLMR	604,305	0xE4307D1E93f23bf867ca6f72F0cd 94d47c90d708	0x5460126065c0a570341c66c860f eb3d43ae8b86ddb3b533368c200a ab69b9f33
41.	2024/1/16 18:31:00	0x0f9BA1621CA82ea963D8 2046A44486f34C45b28 (Wallet 766)	GLMR	2,207,257	0xE4307D1E93f23bf867ca6f72F0cd 94d47c90d708	0x184f0bcbda39ec884f7eb4cc774 5b54a8db234c2bbe2818e94af8e2 0c832ba2e
42.	2024/1/16 17:55:06	0x764Cbc3Af4Fa3243f3d38E E3aB1F7b6C640d1C6A (Wallet 765)	GLMR	24	0x8EF56d4565e1D1a980027833366 DF7ecb33967 A7	0x1c82ff4b2a38b8af1bd8c94f1c86 60774513ece2955e7d076195bc65 d5e9a8a0
	2024/1/16 18:03:54	0x764Cbc3Af4Fa3243f3d38E E3aB1F7b6C640d1C6A (Wallet 765)	GLMR	3,906,169	0x8EF56d4565e1D1a980027833366 DF7ecb33967 A7	0xe80e4a460fb931ad7ec08b41f2a 012f7db065ad06ec8d5dd993bdc48 7efa6e6c
43.	2024/1/16 17:46:48	0x4eEa3427ad5c17943847b 348FE16D462f88caF9 (Wallet 759 / 760)	GLMR	13	0xE4307D1E93f23bf867ca6f72F0cd 94d47c90d708	0xed94566ac990fe7a21be37503c2 79a42eacebe846513600906031b6 95beb9d6d

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	2024/1/16 17:53:30	0x4eEa3427ad5c17943847b 348FEd16D462f88caF9 (Wallet 759 / 760)	GLMR	1,070,904	0xE4307D1E93f23bf867ca6f72F0cd 94d47c90d708	0x5bf45859f7ef578d1e29de77bbaf 9b68a63a072a0be65f9a936e7c89 3a6e9bec
44.	2024/1/1 14:52:24	24bpS6ic9k3LijBFCn8B2XR s nZbwNnRcnHxALtXrwogyEG vA (Wallet 729)	ACA	130,209	22jvChwqUdCDcq69NMMdBXfTnJA qGWwYVZCXiALyLsoyzcqL	0x037871c2743066aa2b676d34bff d54efcbfc9237ed1cf19ab4308098f cf69a1c
45.	2023/12/30 17:05:00	enDGmzm4VSkFcWNVQuH gPBj6t8uAbHUzmLL53wNVt 1DgR5zjt (Wallet 736)	ENJ	2,000	enDoD1TVUKWv9gx4K25vgNDYW wuFKXK5auR5hsU1xJEPBzi8P	0x44cf19ffc179309bee0d4a4f19f2d e281d3647192f641aa17978e0b5a d5f83eb
	2023/12/30 17:09:54	enDGmzm4VSkFcWNVQuH gPBj6t8uAbHUzmLL53wNVt 1DgR5zjt (Wallet 736)	ENJ	5,001,100	enDoD1TVUKWv9gx4K25vgNDYW wuFKXK5auR5hsU1xJEPBzi8P	0x6fc7a9bf1bbb9e9131b8409b2d1 74d9148600d5bfbe7b5a8a14e465 9f50da8f0
46.	2023/12/24 16:16:30	GJYNAPP5R3XUFwXxX5z1 KJUcgTawKPTGmX7RRPTE xw4ykSp (Wallet 727)	KSM	1	ESGYwfpqctTTTx7dRsmvfzYYbMy WPEFy2gefhhraHMR5cncr	0x535853c023aaf893c02d47e14f9 6dce236656a517b0c4bcdbf59ce ab145b9a
	2023/12/24 16:25:36	GJYNAPP5R3XUFwXxX5z1 KJUcgTawKPTGmX7RRPTE xw4ykSp (Wallet 727)	KSM	19,160	ESGYwfpqctTTTx7dRsmvfzYYbMy WPEFy2gefhhraHMR5cncr	0x2deb8add827565c369ae761fcd3 405c65b5c073478eef26cbee10f2a 654f6dcb
47.	2023/12/24 08:22:06	24bpS6ic9k3LijBFCn8B2XR s nZbwNnRcnHxALtXrwogyEG vA (Wallet 729)	ACA	100	22jvChwqUdCDcq69NMMdBXfTnJA qGWwYVZCXiALyLsoyzcqL	0x0a10dc7510fddc000deffaaa8248 04c87e1764bb55791d9c087dadac 89c0306b
	2023/12/24 08:27:42	24bpS6ic9k3LijBFCn8B2XR s nZbwNnRcnHxALtXrwogyEG vA (Wallet 729)	ACA	3,109,375	22jvChwqUdCDcq69NMMdBXfTnJA qGWwYVZCXiALyLsoyzcqL	0xa3afde632ffbeb494105a397110 2b7a008d71db5d4a95e29562ccb1 74df8292b

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48.	2023/12/24 08:30:00	21v7pc3K1XL6pG31wdUnU2 5unVUmtgRVvUGw3m4qAU SzqpQG (Wallet 698)	ACA	80,589	22jvChwqUdCDcq69NMMdBXfTnJA qGWwYVZCXiALyLsoyzcqL	0x661131bab993945a94671335b6 f778b9030509ea83b3a5bf31ce560 23278b3fd
49.	2023/12/24 06:58:42	0x0f9BA1621CA82ea963D8 2046A44486f34C45b28 (Wallet 766)	GLMR	120,990	0x38837338160553eF7c30aB78637 2605FF82b4037	0x8414577fcb184b24ece1ce9f79f5 38189ac55c06c4d9d5fd04de3c390 890bbaa
50.	2023/12/24 06:28:42	0x52b77D2617A62651EF50a 4956dE47f13e48A2B2c (Wallet 764)	GLMR	100	0x38837338160553eF7c30aB78637 2605FF82b4037	0xa3c76349672cdb09757c93efbdd 9907bceeb9b2a31b7f615b9ebe8a ac40ac04
	2023/12/24 06:47:54	0x52b77D2617A62651EF50a 4956dE47f13e48A2B2c (Wallet 764)	GLMR	632,710	0x38837338160553eF7c30aB78637 2605FF82b4037	0x676f7a7a466c67746b5f4daa932 208de44b938092e5cb5a1fc05b2c1 b12b7729
V. <u>Digital wallets holding stolen digital assets which are nto held with any exchange transferred out from EUC's Binance and OKX Accounts</u>						
51.	2023/12/9 14:52:35	0x28C6c06298d514Db08993 4071355E5743bf21d60 (Binance Exchange Hot Wallet)	RNDR	7.26	0x7a437e736dd169B706f4c8b9dFE bEb02fbc633cA	0x997ed826efb286df06d1d933d39 0417840257bacd36caeb4581281b 24f383332
52.	2023/12/9 15:00:47	0x28C6c06298d514Db08993 4071355E5743bf21d60 (Binance Exchange Hot Wallet)	RNDR	221,884.04	0x7a437e736dd169B706f4c8b9dFE bEb02fbc633cA	0x72be2a265708f35ef04999dc56d 3df35821f45d3e8c69a652e3d25b2 a1f9c1e1
53.	2023/12/9 15:10:12	enC1zkqfU5X4x84LMKSzCR dsSSi F7M1Nt7ovm62jRXr78uT1h	ENJ	4.97	enESTYANZNHxHopxztqomTGLEta UYgUxcp2izKE 7QazzA5FQ5	0x2bac83d07272601a54695cb3be 9c2a6d4f13d471bdba97ad773868 3a3c615423

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		(Binance Exchange Hot Wallet)				
54.	2023/12/9 15:16:06	enC1zkqfU5X4x84LMKSzcR dsSSi F7M1Nt7ovm62jRXr78uT1h(Binance Exchange Hot Wallet)	ENJ	1,321,359	enESTYANZNHxHopxztqomTGLEta UYgUxcp2izKE 7QazzA5FQ5	0xebd553b795b92796ac6f121180a eead61a30f124e84839b6c62d13d 76770d6a1
55.	2023/12/9 15:28:12	1qnJN7FViy3HZaxZK9tGAA7 1zxH SBeUweirKqCaox4t8GT7(Bin ance Exchange Hot Wallet)	DOT	4.92	13ifUBXzoyPTTRLhJ7eJybJoAFRLq BwvgNBPTmV CWUw1uVGe	0xd340820958216eb2f29f7137798 0b21434733a6c321106540fb7720 900ede8ba
56.	2023/12/9 15:36:12	1qnJN7FViy3HZaxZK9tGAA7 1zxH SBeUweirKqCaox4t8GT7(Bin ance Exchange Hot Wallet)	DOT	560,622.1	13ifUBXzoyPTTRLhJ7eJybJoAFRLq BwvgNBPTmV CWUw1uVGe	0xc0485fd4916ea90ae46e4ca9fdd 759a4f63ca232f13bcccd1a405827 0b2f856
57.	2023/12/9 11:43:03	bc1qm34lsc65zpw79lxs69z kqmk6 ee3ewfOj77s3h (Binance Exchange Hot Wallet)	BTC	0.0189	bc1qlzj9p7pgdp59uflr5jdrxelxzva4hg 9gtkh0jz	66f0af77b09f751fe2a45dd705c5b8 b61614b9f8daf27c011e2b4566c2b 8b2b7
58.	2023/12/9 14:40:35	0x6cc5f688a315f3dc28a7781 717a9a798a59fda7b (OKX Exchange Hot Wallet)	CFG	100	0x7a437e736dd169B706f4c8b9dFE bEb02fbc633cA	0x2a99845ba0a8f97668392162ed 689b3e19944406408f744fd8e77f9 30fa0aa00
59.	2023/12/9 14:44:35	0x6cc5f688a315f3dc28a7781 717a9a798a59fda7b (OKX Exchange Hot Wallet)	CFG	172,030.54	0x7a437e736dd169B706f4c8b9dFE bEb02fbc633cA	0x2ba6c40ac1f7c6375e736bee269 5522877c42e41b3b5de2c1d5d977 b4fce913